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First American Title Order # NCS 795879 4 of 4 PA

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1619713052

Doc#: 1619713052 Fee: \$58.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/15/2016 01:39 PM Pg: 1 of 11

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 13-24-300-013

Address:

Street: 3159 W. Addison Street

Street line 2:

City: Chicago

State: IL

ZIP Code: 60628

Lender: True North Energy, LLC

Borrower: T&MFS, Inc.

Loan / Mortgage Amount: \$800,000.00

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.

Certificate number: C1C48ADA-798B-4F81-AD0D-8C9F4E510625

Execution date: 7/6/2016

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OPEN-END MORTGAGE

T&MFS, Inc., hereinafter called "Borrower," for good and valuable consideration paid to True North Energy, LLC, a Delaware limited liability company, hereinafter called "Lender," the receipt and sufficiency of which are hereby acknowledged, does hereby **MORTGAGE, GRANT, BARGAIN, SELL, and CONVEY** to Lender the real estate situated in the City of Chicago, County of Cook, and State of Illinois, commonly known as 3159 W. Addison Street, Chicago, Illinois and more fully described on Exhibit "A" attached hereto and made a part hereof together with all privileges, easements, appurtenances, and other rights now or hereafter belonging or appertaining thereto, all buildings and other improvements now or hereafter located thereon, all fixtures and equipment now or hereafter attached thereto or used in connection therewith, and all rents and profits therefrom, all of which are hereinafter called the "Premises."

TO HAVE AND TO HOLD the Premises to Lender, Lender's personal representatives, heirs, successors and assigns, forever, subject to the conditions hereinafter set forth.

This Mortgage is given to secure the payment of money as evidenced by a certain promissory note (the "Note") having the same date as this Mortgage, of which Borrower is the Maker and Lender is the payee, and which is in the principal amount shall not exceed Eight Hundred Thousand and No/100 Dollars (\$800,000.00) with interest at the rate of six percent (6%) and to be paid as provided for in the Note.

Borrower hereby covenants and agrees with Lender as follows:

1. PAYMENT OF DEBT. Borrower shall pay when due the principal and interest on the indebtedness evidenced by the Note in accordance with its terms.

2. STATE OF TITLE; WARRANTY. Borrower is lawfully seized of the Premises and the Premises are free and clear of all encumbrances whatsoever except: (a) the lien of real property taxes and assessments not yet due and payable; (b) legal highways; (c) zoning ordinances; (d) restrictions, conditions, covenants, and utility easements of record, and Borrower will forever warrant and defend the Premises except as provided in this Paragraph 2.

3. REAL PROPERTY TAXES; ASSESSMENTS; LIENS AND CHARGES. Borrower, when the same shall become due and payable, shall pay all real property taxes and installments of assessments which are a lien on the Premises and, upon Lender's request, shall

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promptly provide Lender with proof of payment for the same. Borrower shall also pay, when the same shall become due and payable, any other governmental (Federal, State, or local) levy or charge which is or may become a lien against the Premises superior to this Mortgage and shall promptly discharge any lien which has or may have priority over this Mortgage except as to any mortgage lien set forth in Paragraph 2, above, which Borrower shall not permit to be in default.

4. INSURANCE. At Borrower's expense, Borrower shall obtain and maintain in full force and effect at all times during the continuance of this Mortgage fire and extended coverage insurance in an amount sufficient to prevent Borrower from being a co-insurer under the policy of insurance, but in no event less than the aggregate unpaid balance of the Note and of all obligations secured by mortgages encumbering the Premises which have priority over this Mortgage. All such insurance policies or renewals shall include a standard mortgage clause in favor of and in form acceptable to Lender. Borrower shall promptly furnish Lender with a copy of the policies and all receipts of paid premiums. The policies of insurance shall provide for written notice to Lender at least 30 days prior to any cancellation, modification, or lapse. In the event of loss, Borrower shall give prompt written notice to Lender and Lender may make proof of loss if not promptly made by Borrower.

5. MAINTENANCE AND CONDITION OF PREMISES. Borrower shall keep the Premises in good repair and shall not commit waste or permit deterioration to the Premises, reasonable wear and tear excepted, and shall comply with all governmental (Federal, State, or local) regulations concerning the Premises.

Without Lender's prior consent, Borrower shall not grant any easements affecting the Premises, apply for any change in the current zoning designation for the Premises, change the use of the Premises other than what it is being utilized for as of the date hereof, create or change or modify any existing restrictions, conditions, or covenants affecting the Premises, subdivide the Premises, or construct or make any structural or substantial improvements, alterations, or modifications to the Premises.

Borrower shall, at its sole cost, maintain, repair and replace the Premises and every part thereof, including without limitation, walls; roofs; foundations; HVAC equipment and lines; lighting; store fronts; window casements; plateglass; ceilings; doors; glazings; plumbing; electrical wiring and conduits; sidewalks, islands, parking areas, driveways, and underground storage tanks, lines and related equipment, in order that the Premises shall at all times during the term be in good and sanitary condition and repair. In addition, Borrower shall keep the Premises, including all driveways, parking areas and sidewalks, free of all accumulations of snow, ice, debris, dirt and rubbish.

Within seven (7) days after Borrower acquires knowledge of the filing of a claim of mechanics' or materialmen's lien against the Premises, Borrower shall deliver written notice thereof to Lender. Within twenty (20) days after said written notice, Borrower shall cause the release of record of such claim or lien by payment or bonding of same and provide a copy of same to Lender.

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Borrower shall fully comply with any and all environmental laws, regulations, rules or orders of any local, state or federal governmental agencies or authorities. Borrower shall fully comply, at its sole cost and expense, with any and all laws, regulations, rules or orders affecting the underground storage tanks, lines and related equipment ("UST System"), including but not limited to, Illinois Leaking Underground Storage Tank Financial Assurance Program and any law, regulation, rule or order requiring the removal of underground storage tanks or installation of any leak detection or prevention devices. Borrower shall obtain and maintain, at Borrower's expense and in Borrower's name unless approved by Lender, all licenses, registrations and permits necessary for the operation of Borrower's business on the Premises, including without limitation, licenses or fees to operate the UST System on the Premises. Borrower shall provide such evidence of compliance with said environmental laws as Lender may reasonably request.

If any contamination of any kind whatsoever occurs or exists on the Premises or migrates from the Premises during Borrower's occupancy of the Premises or Borrower fails in any way to comply with all applicable environmental laws, regulations, rules, or orders, Borrower shall indemnify and hold harmless the Lender from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses, including without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant fees and expert fees arising because of such contamination or failure to comply during or after the term of this Mortgage. Borrower's indemnity shall survive termination and release of the Mortgage.

To assure early detection of any release from the UST system on the Premises, Borrower shall use a method or combination of methods of release detection in accordance with applicable law. Borrower shall also maintain a methodical daily inventory control program for motor fuel, including daily reconciliation of inventory readings with sales records and delivery receipts in accordance with applicable law. Borrower shall provide Lender with immediate notice by telephone (promptly confirmed in writing) of any suspected release, of any claim or threatened claim by any third party related to a release or alleged release, or of any newly discovered material fact relating to any matter previously reported pursuant to this Article. Without limiting the generality of the foregoing, Borrower shall provide Lender with notice by telephone (promptly confirmed in writing) of any inventory discrepancy for a single product (loss or gain) in excess of: (1) 280 gallons for a single day; (2) 150 gallons per day for 3 consecutive days; or (3) 1% of sales plus 130 gallons for any 30-day period. Lender may, from time to time, require Borrower to provide Lender periodic written certifications that Borrower has complied with the provisions of this Article.

Borrower shall comply with all recordkeeping requirements in accordance with applicable law. Borrower shall retain for at least three (3) years from the date of each sale of motor fuel to Borrower's customers, and make available for Lender's inspection and audit at all reasonable times, Borrower's records and procedures maintained in accordance with this Article.

If Borrower fails to perform in a proper and timely manner Borrower's obligations under this Article, in addition to any other rights or remedies Lender may have under this Mortgage or law, Lender may retain the services of a qualified independent third party to inspect and audit Borrower's performance as frequently as necessary, at Borrower's sole expense, until such deficiencies are cured.

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Borrower may alter the interior non-structural portions of the Premises; however, no alteration shall be made without the prior written approval of Lender, which approval shall not be unreasonably withheld. Any such alteration by Borrower shall be at its sole cost.

6. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which Lender in Lender's reasonable judgment believes is detrimental to or impairs Lender's security in the Premises, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option and upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including but not limited to, disbursement of reasonable attorney's fees and entry upon the Premises to make repairs.

Any amounts disbursed by Lender pursuant to this Paragraph 6 or for advances made for the payment of real property taxes, assessments, or insurance premiums, with interest as hereinafter provided, shall become additional amounts owed by Borrower which are secured by this Mortgage. These amounts shall be payable upon notice to Borrower from Lender requesting payment and shall bear interest from the date of disbursement at the rate payable from time to time on the unpaid principal under the Note. Nothing contained herein shall require Lender to incur any expense or take any action hereunder, and Borrower hereby waives any and all claims or right against Lender to any payment on, or offset against, the indebtedness secured hereby by reason of any such payment by Lender.

Lender, or Lender's agents, shall have the right to enter upon the Premises at all reasonable times for the purpose of inspecting the same, provided Lender shall give Borrower adequate and reasonable notice under the circumstances prior to any such entry. The notice provided for herein need not conform with the provisions of Paragraph 14, below.

7. EMINENT DOMAIN. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation proceedings or other taking of the Premises, or a part thereof, or for conveyances in lieu of condemnation, are hereby assigned to Lender and shall be paid to Lender. When there is a total taking of the Premises, the proceeds shall be applied to the sums secured by this Mortgage, and the balance, if any, shall be paid to Borrower. When there is a partial taking of the Premises, unless Lender and Borrower otherwise agree in writing, the proceeds paid for such taking shall be applied to the sums secured by this Mortgage in the proportion which the unpaid principal amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Premises immediately prior to the date of taking, and the balance of such proceeds shall be paid to Borrower.

If (a) the Premises are abandoned, or (b) after notice by Lender to Borrower that the condemning authority offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date of such notice is mailed, Lender is hereby authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Premises or to the sums secured by this Mortgage.

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Unless Lender and Borrower otherwise agree in writing, any application of proceeds to the sums secured by this Mortgage shall not extend or postpone the due date of the payment of the Note or change the amount of any installments due under the Note.

8. TRANSFER OF THE PREMISES. If all or any part of the Premises or any interest therein is sold or transferred by Borrower without Lender's prior written consent, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable; provided, however, that the following transfers or conveyances shall not accelerate the indebtedness secured hereby; (a) the creation of a lien or encumbrance subordinate to this Mortgage, excluding, however, a conveyance by a Land Installment Contract or the granting of a leasehold interest containing an option to purchase, either of which shall require the prior written consent of Lender; (b) the creation of a purchase money security interest for personal property; and (c) a transfer by devise or descent, or a transfer by operation of law upon the death of a co-owner.

9. SECURITY AGREEMENT; ASSIGNMENT OF RENTS. This Mortgage shall act as and constitute a Security Agreement under the Uniform Commercial Code. Upon Lender's request, Borrower shall execute and deliver to Lender financing statements and other documents required to perfect a security interest in Borrower's personal property located at the Premises. The cost of recording such documents shall be paid by Borrower.

As part of the security granted by this Mortgage, Borrower hereby assigns to Lender the rents of the Premises, provided that Borrower shall, prior to any acceleration of the amounts secured by this Mortgage, have the right to collect and retain such rents. All rents collected by Lender or Lender's agent shall be applied first to the payment of costs of operation and management of the Premises and collection of rents, including but not limited to, receiver's bonds and fees, reasonable attorney's fees, and then to the sums secured by this Mortgage.

10. DEFAULT; REMEDIES. The entire unpaid principal amount of the Note, together with all unpaid and accrued interest and all other charges and amounts payable to Lender under the Note or this Mortgage, shall, at Lender's option, become immediately due and payable: (a) if Borrower does not promptly and fully pay when due the amounts owed Lender under the Note in accordance with the terms and tenor of the Note; (b) if the Premises or any part thereof or any interest thereon are sold or transferred except as permitted under the provisions of Paragraph 8 of this Mortgage; (c) if Borrower fails to observe or perform any other provision, covenant, or condition required of Borrower under the Note or this Mortgage within 30 days after Lender gives notice to Borrower of Borrower's failure to observe or perform such provision, covenant, or condition; (d) if the Premises are abandoned; (e) if an order for relief under any bankruptcy laws of the United States is issued naming Borrower as debtor or if Borrower makes an assignment for the benefit of creditors or enters into a composition agreement with Borrower's creditors; (f) if the interest of Borrower in the Premises is attached, levied upon, or seized by legal process; or (g) if a trustee, receiver, or liquidator is appointed on behalf of Borrower. Upon an acceleration of the amounts secured by this Mortgage as provided for in this Paragraph 10, Lender shall have the right to foreclose this Mortgage lien, have a receiver appointed, take

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possession of and manage the Premises, collect the rents derived from the Premises, and take any and all other action available to Lender under law.

11. APPLICATION OF PAYMENTS. All payments received by Lender under the Note or this Mortgage, unless otherwise stated in this Mortgage, shall be applied by Lender first to the payment of any amounts advanced or paid by Lender for the protection of the security granted by this Mortgage, then to expenses incurred by Lender by reason of Borrower's default under this Mortgage, then to interest payable on the Note, and then to the principal of the Note.

12. FORBEARANCE; REMEDIES CUMULATIVE. If Lender (a) grants any extension of time or forbearance with respect to the payment of any sums secured by this Mortgage, (b) takes other or additional security for the payment thereof, (c) waives or fails to exercise any right granted in this Mortgage or in the Note, (d) grants any release with or without consideration of the whole or part of the security granted by this Mortgage, or (e) amends or modifies in any respect any of the terms and provisions of this Mortgage or the Note, any such act or omission shall not release Borrower of any obligations under this Mortgage or under the Note, nor preclude Lender from exercising any right granted in this Mortgage or under law for a default by Borrower or for any subsequent default.

Lender's procurement and payment of fire and casualty insurance and Lender's payment of real property taxes and assessments and other governmental charges and liens after Borrower has failed to pay the same shall not be a waiver of Borrower's default or Lender's right to accelerate the indebtedness secured hereby.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or which are afforded under law and may be exercised concurrently, independently, or successively.

13. SUCCESSORS AND ASSIGNS; JOINT AND SEVERAL LIABILITY; CAPTIONS; GOVERNING LAWS; SEVERABILITY. Subject to the provisions of Paragraph 8, above, the covenants and agreements of this Mortgage shall bind, and the rights hereunder shall inure to, the respective successors and assigns, personal representatives, and heirs of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and section headings of this Mortgage are for convenience only and shall not be used to interpret or define the provisions of this Mortgage. This Mortgage shall be governed by the laws of the State of Ohio, and, if any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. The provisions of this Mortgage and the Note are severable.

14. NOTICES. Except as otherwise set forth in this Mortgage or as may otherwise be required by applicable law, any notice to be given under this Mortgage shall be in writing and mailed with postage prepaid to Lender and Borrower at the addresses set forth at the beginning of this Mortgage or to such other addresses as Lender or Borrower may designate by notice given to the other party as provided for in this Paragraph 14.

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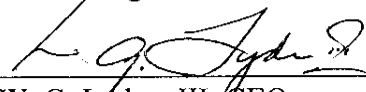
15. **RELEASES.** Upon payment of all sums secured by this Mortgage and the observance and performance of each of the covenants and agreements of this Mortgage to be observed and performed by Borrower, Lender shall provide to Borrower a release of this Mortgage, and of any other security interest given to Lender to secure the Note, in recordable form.

This Mortgage is executed this 6th day of July, 2016.

LENDER:

True North Energy, LLC

By: True North Holdings, Inc., its Member

By: 
W. G. Lyden, III, CEO

BORROWER:

T&MFS, INC.

By: _____
Sargon Mirza

By: _____
Franso Yousef

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of July, 2016, by Sargon Mirza, the _____ and Franso Yousef, the _____ of T&MFS, Inc., an Illinois corporation, on behalf of the company.

Notary Public

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15. **RELEASES.** Upon payment of all sums secured by this Mortgage and the observance and performance of each of the covenants and agreements of this Mortgage to be observed and performed by Borrower, Lender shall provide to Borrower a release of this Mortgage, and of any other security interest given to Lender to secure the Note, in recordable form.

This Mortgage is executed this 6th day of July, 2016.

LENDER:

True North Energy, LLC

By: True North Holdings, Inc., its Member

By: _____
W. G. Lyden, III, CEO

BORROWER:

T&MFS, INC.

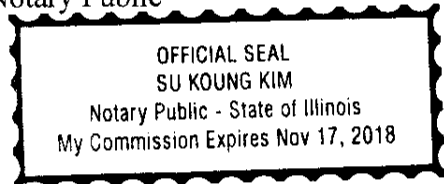
By: Sargon Mirza
Sargon Mirza

By: Franso Yousef
Franso Yousef

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 06th day of July, 2016, by Sargon Mirza, the President and Franso Yousef, the Secretary of T&MFS, Inc., an Illinois corporation, on behalf of the company.

Su Kung Kim
Notary Public



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STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 1st day of July, 2016, by W. G. Lyden, III, CEO of True North Holdings, Inc., an Ohio corporation, as Member of True North Energy, LLC, a Delaware limited liability company, on behalf of the company.

Karen S. Wainer
Notary Public

This Instrument Prepared By: & mail to:
Patricia G. Lyden, Esq.
Lyden, Chappell & Dewhirst, Ltd.
5565 Airport Hwy, Suite 101
Toledo, OH 43615



KAREN S. WAINER
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 06-04-2021

Property of Cook County Clerk's Office

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Exhibit "A"
to
Open-End Mortgage

3159 W. Addison Street, Chicago, IL
Tax Parcel Numbers: 13-24-300-013; 13-24-300-015

PARCEL 1:

LOTS 13 AND 14 IN BLOCK 3 IN JOSEPH BICKERDIKE'S SUBDIVISION OF THAT PART OF THE NORTH 85 1/2 ACRES OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF THE CENTER OF ELSTON AVENUE AND WEST OF WALLACE (NOW ALBANY) AVENUE IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 25 FEET OF LOT 12 IN BLOCK 3 IN JOSEPH BICKERDIKE'S SUBDIVISION OF THAT PART OF THE 85 1/2 ACRES OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND EAST OF THE CENTER OF ELSTON AVENUE AND BOUNDED AS FOLLOWS: NORTH BY THE CENTER OF WARNER AVENUE, WEST BY THE CENTER OF KEDZIE AVENUE, SOUTHWESTERLY BY THE CENTER OF ELSTON AVENUE AND EAST BY THE CENTER OF WALLACE AVENUE (EXTENDED) WHICH PROPERTY HAS NET DIMENSIONS (EXCLUSIVE OF RADII OR RIGHT-OF-WAYS) OF 25 FEET FRONTING ON KEDZIE AVENUE BY 125 FEET IN DEPTH.