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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

16NW7122209SK

191

Report Mortgage Fraud
800-532-8785

Doc#: 1626449017 Fee: \$72.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/20/2016 09:09 AM Pg: 1 of 13

The property identified as: **PIN: 29-12-404-001-0000**

Address:

Street: 12601 S. Western Avenue

Street line 2:

City: Blue Island

State: IL

ZIP Code: 60406

Lender: RDG Fund-5 LNS LLC

Borrower: Blue Island Plaza, LLC & Jefferey Bldg., LLC, Calcify, LLC

Loan / Mortgage Amount: \$1,000,000.00

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: 690AD97A-08C2-4723-9242-349BAA9EC6E9

Execution date: 8/25/2016

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When Recorded Deliver To:

RDG Fund-5 LNS LLC
 30 South Wacker Drive, Suite 1635
 Chicago, IL 60606

Loan#: 2016-6-IL
 Phone: (312) 436-0837

**MORTGAGE AND ASSIGNMENT OF RENTS
 (ILLINOIS PROPERTIES ONLY)**

DATE: 8/25/2016

BORROWER: Blue Island Plaza, LLC, an Illinois limited liability company ("Blue Island"), 76th & Jefferey Bldg., LLC, an Illinois limited liability company ("Jefferey"), Calcity, LLC, an Illinois limited liability company ("Calcity" and together with Blue Island and Jefferey, jointly, severally, and collectively referred to as "Borrower")

BORROWER ADDRESS: 1205 W. Adams Street, Ste 101, Chicago, IL 60607

LENDER: RDG Fund-5 LNS LLC

LENDER ADDRESS: 30 South Wacker Drive, Suite 1635, Chicago, IL 60606

BORROWER AGREES:

1. **Definitions.** As used in this Mortgage:

1.1 The "**Obligations**" means and includes (1) the Obligations evidenced by Promissory Note dated 8/25/2016 in the principal amount of:

1.2

ONE MILLION DOLLARS

(\$1,000,000.00) as such may be modified or extended (the "**Note**"); (2) each agreement of Borrower under this Mortgage; and (3) all other indebtedness and obligations, of any sort, of Borrower to Lender.

1.3 The "**Property**" means and includes that certain real property located in Cook County, State of Illinois, described as:

1)

LOTS 8, 9, 10 AND 11 IN BLOCK 3 (EXCEPT THAT PART TAKEN FOR ROAD PURPOSES) IN FAIRMONT SUBDIVISION OF LOTS 2 AND 3 OF ASSESSOR'S SUBDIVISION OF THE WEST

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1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

2)

PARCEL 1: THAT PART OF LOT 72 IN JEFFERY AVENUE SYNDICATED SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 68.0 FEET SOUTH OF THE NORTH LINE OF LOT 72, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE PROPERTY FORMERLY OWNED BY THE BALTIMORE AND OHIO RAILROAD COMPANY IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

ON THE SOUTH BY THE NORTH LINE AND SAID NORTHERLY LINE EXTENDED SOUTHEASTERLY OF LOT 71 IN JEFFERY AVENUE SYNDICATED SUBDIVISION OF BLOCK 3 (EXCEPT PART TAKEN FOR RAILROAD OF CAROLIN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25 AFORESAID, ON THE NORTH BY THE SOUTHERLY LINE AND SAID SOUTHERLY LINE EXTENDED SOUTHEASTERLY OF LOT 72 IN JEFFERY AVENUE SYNDICATED SUBDIVISION AFORESAID, ON THE WEST BY THE EAST RIGHT OF WAY LINE OF SOUTH JEFFERY BOULEVARD, AS SAID JEFFERY BOULEVARD IS SHOWN ON THE PLAT OF SAID JEFFERY AVENUE SYNDICATED SUBDIVISION, AND ON THE EAST BY THE WEST LINE OF THE NORTH SOUTH PUBLIC ALLEY EAST AND ADJOINING THE LAND (EXCEPTING THEREFROM THAT PART LYING SOUTH OF A LINE DRAWN 61.13 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 69 IN JEFFERY AVENUE SYNDICATED SUBDIVISION AFORESAID) IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOTS 70 AND 71 IN JEFFERY AVENUE SYNDICATED SUBDIVISION OF BLOCK 3 IN CAROLIN SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

3)

LOTS 1, 2, 3, 4, 5, 6, 7, 8, AND 9 IN BLOCK 8 IN FORD CALUMET TERRACE, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART OF LOT 1, IF ANY, TAKEN FOR ROAD IN CONDEMNATION CASE 91 L 50895.

Property Address:

- 1) 12601 S. Western Avenue, Blue Island, IL 60406;
- 2) 7615-29 S. Jeffrey Boulevard, Chicago, IL 60649;
- 3) 1555-77 Sibley Boulevard, Calumet City, IL 60409

APN:

- 1) 25-30-310-001-0000, 25-30-210-042-00000;

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- 2) 20-25-408-002-0000, 20-25-408-003-0000, 20-25-408-029-0000, 20-25-408-035-0000;
- 3) 29-12-404-001-0000, 29-12-404-002-0000, 29-12-404-003-0000, 29-12-404-004-0000, 29-12-404-005-0000, 29-12-404-006-0000, 29-12-404-007-0000, 29-12-404-008-0000, 29-12-404-009-0000

(the "Real Property") together with (1) all buildings, structures and improvements now or hereafter located on the Real Property (the "Improvements"), (2) all property now or hereafter attached to or incorporated into the Real Property or the Improvements (including, without limitation, all ventilating, heating, air conditioning, security systems, fire suppression system, refrigeration, plumbing and lighting fixtures), all of which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the Real Property (the "Fixtures"); (3) all easements, water rights and appurtenances affecting or relating to the Real Property or the Improvements, (4) all leases affecting the Real Property or the Improvements (the "Leases") and (5) all rents and income from the Real Property or the Leases (the "Property Income").

2. **Conveyance; Maturity Date.** Borrower irrevocably grants, mortgages, transfers and conveys the Property to Lender as security for payment and performance of the Obligations. The Obligations shall be due and payable in full on or before **5/25/2017**.

3. **Property Income.** Lender will have the right, power and authority, during the continuance of this Mortgage, to collect the Property Income to the extent permitted by law, provided, however, that prior to the occurrence of an Event of Default (as defined below), Borrower will be entitled to collect and retain the Property Income as it becomes due and payable. Upon and at any time during the continuation of an Event of Default, without regard to the adequacy of any security for the Obligations, Lender will be entitled to the appointment of a receiver for the Property ("Receiver"), and will further be entitled, without notice, either in person, by agent or by a Receiver, (a) to enter upon and take possession of the Property or any part thereof; and (b) in Lender's own name to sue for or otherwise collect Property Income, including any that is past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, against the Obligations in such order as Lender may determine. No entering upon and taking possession of the Property, collection of Property Income or application thereof, will cure or waive any Event of Default.

4. **Security Agreement.** To the extent that any of the Property is determined to be personal property, this Mortgage also constitutes a security agreement and a financing statement for purposes of the Uniform Commercial Code. Subject to the foregoing, Borrower hereby grants to Lender, as secured party, as security for the Obligations, a security interest in the Property, including without limitation the Fixtures and the Property Income.

5. **Taxes, Assessments and Trust Expenses.** Borrower shall (a) pay before delinquent all taxes and assessments affecting the Property; (b) except as otherwise agreed, pay or cause to be discharged all encumbrances, charges and liens, with interest, affecting the Property or any part thereof, that are prior or superior to this Mortgage; and (c) pay when due all costs, fees and expenses of Lender in connection with this Mortgage and all lawful charges, costs and expenses the payment of which is a condition for reinstatement of this Mortgage following a default.

6. **Fire Insurance.** Borrower, at Borrower's expense, shall maintain in force fire and extended coverage insurance in an amount of not less than the full replacement value of all Improvements, with loss payable to Lender. Borrower shall further maintain in effect fire and extended coverage insurance on Borrower's furniture, fixtures and other personal property on the Real Property. All insurance policies providing coverage under this Section 6 shall contain a waiver of the insurer's right of subrogation against Lender.

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7. **Liability Insurance.** Borrower, at Borrower's expense, shall maintain in force policies of liability insurance, in form and amounts at all times satisfactory to Lender, with Lender as an additional insured, insuring Borrower against any claims resulting from the injury to or the death of any person or the damage to or the destruction of any property belonging to any person by reason of Lender's interest under this Mortgage or the use and occupancy of the Property by Borrower.

8. **Indemnification of Lender.** Borrower, at Borrower's sole expense, shall appear and defend any action or proceeding purporting to affect the security of this Mortgage or the interests or rights of Lender hereunder. Without limiting the above, Borrower shall indemnify and hold Lender harmless from and against any and all liability, cost and expense, including without limitation reasonable attorneys' fees and costs and any costs incurred in obtaining and demonstrating evidence of title, arising out of or in connection with any claims asserted by any third party (a) contesting the validity or priority of this Mortgage, (b) relating to the interests and rights of Lender or any act of Lender under this Mortgage, or (c) otherwise relating to the Property or the Obligations.

9. **Right of Lender to Pay Obligations of Borrower.** If Borrower fails or refuses to pay any amounts due under this Mortgage, or fails or refuses to take any action required under this Mortgage, including without limitation the care and maintenance of the Property under Section 11, then Lender will have the right, but not the obligation, to pay any such amount and to perform any such act for, and on behalf of, Borrower. All such amounts paid, and the cost of all such acts performed by Lender on Borrower's behalf, will be presumed to have been reasonable and necessary, and the amount thereof, together with interest from the date of payment at the greater of 15% per annum or the highest rate payable under the Note, will be due and payable to Lender immediately upon demand.

10. **Condemnation.** Any award of damages in connection with any condemnation or injury to the Property by reason of public use or for damages for private trespass or injury, after payment in full of all superior encumbrances on the Property, are assigned in full and will be payable to Lender, to be applied to the payment of the principal of the Obligations, accrued interest, and any other charges and amounts due under this Mortgage in such order as Lender may elect. Any remaining balance shall be paid to Borrower. Lender may, at Lender's option, appeal from any such award in the name of Borrower. Unless Borrower and Lender otherwise agree in writing, any application of such proceeds to principal will not extend or postpone the due dates of any installment payments of the Obligations or change the amount of such payments.

11. **Care of Property.** Borrower shall take reasonable care of the Property (including without limitation the Real Property and Improvements), and shall maintain it in good repair and the same condition as on the date of this Mortgage, ordinary wear and tear excepted. Borrower shall not commit or permit any waste and shall not do any act unduly impairing or depreciating the value of the Property or affecting its insurability. Borrower shall purchase and use on the Property the amount of water to which it is or shall be entitled and shall not abandon any water rights, power rights or any rights of whatever nature that are appurtenant to the Real Property.

12. **Right to Inspect Property.** At all reasonable times, on prior notice to Borrower, Lender will have the right to go on the Real Property to inspect the Property for all reasonable purposes, including without limitation to determine whether the provisions of this Mortgage are being performed.

13. **Event of Default.** Each of the following shall constitute an Event of Default ("Event of Default") under this Mortgage: (a) subject to any applicable notice and cure periods, Borrower's failure to make any payment under the Note, this Mortgage or otherwise with respect to the Obligations on or before the date due (a "Payment Default"); (b) except as to a Payment

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Default, Borrower's breach or non-performance of any provision of this Mortgage, which breach or failure continues for 30 days after notice thereof is given to Borrower; (c) Borrower's assignment for the benefit of its creditors of all or a substantial part of Borrower's property; (d) Borrower's application for, consent to or acquiescence in, the appointment of a receiver or other custodian, for Borrower or a substantial part of Borrower's Property, which appointment is not discharged within 30 days; (e) commencement of any case under the United States Bankruptcy Code, or any amendment thereto, or any other bankruptcy, re-organization, receivership, custodianship, or similar proceeding under any state or federal law by or against Borrower and, with respect to any such case or proceeding that is involuntary, such case or proceeding is not dismissed within 30 days of filing.

14. Protective Advances. Without limitation on anything contained in this Mortgage, all advances, disbursements and expenditures made by Lender before and during a foreclosure of this Mortgage, and before and after a judgment of foreclosure, and at any time prior to sale of the Property, and, where applicable, after sale of the Property and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Illinois Mortgage Foreclosure Act, 735 ILCS 5/15-1101 *et seq.* (the "Act"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act referred to below (collectively, "**Protective Advances**"):

(a) all advances by Lender in accordance with the terms of this Mortgage to: (A) preserve or maintain, repair, restore or rebuild any improvements upon the Property; (B) preserve the lien of this Mortgage or the priority thereof; or (C) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 15-1302 of the Act;

(b) payments by Lender of: (A) when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance on the Property; (B) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Property or any part hereof; (C) other obligations authorized by this Mortgage; or (D) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;

(c) advances by Lender in settlement or compromise of any claims asserted by claimants under senior mortgages or any prior liens;

(d) reasonable attorneys' fees and other expenses incurred: (A) in connection with the foreclosure of this Mortgage as referred to in Section 15-1504(d)(2) and 15-1510 of the Act; (B) in connection with any action, suit or proceeding brought by or against Lender for the enforcement of this Mortgage or arising from the interest of Lender hereunder; or (C) in the preparation for the commencement or defense of any such foreclosure or other action;

(e) Lender's fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and confirmation hearing as referred to in Subsection (b)(1) of Section 15-1508 of the Act;

(f) expenses deductible from proceeds of sale as referred to in subsections (a) and (b) of Section 15-1512 of the Act;

(g) expenses incurred and expenditures made by Lender for any one or more of the following: (A) if all or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (B) if any interest in the Property is a leasehold estate under a lease or sublease, rentals or other payments required

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to be made by the lessee under the terms of the lease or sublease; (C) premiums for casualty and liability insurance paid by Lender whether or not Lender or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining existing insurance in effect at the time any receiver or mortgagee takes possession of the Property as imposed by subsection (c)(1) of Section 15-1704 of the Act; (D) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (E) payments required or deemed by Lender to be for the benefit of the Property or required to be made by the owner of the Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Property; (F) shared or common expense assessments payable to any association or corporation in which the owner of the Property is a member if in any way affecting the Property; (G) costs incurred by Lender for demolition, preparation for and completion of construction; and (H) pursuant to any lease or other agreement, for occupancy of the Property.

All Protective Advances shall be so much additional Obligations secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Rate (as defined in the Note). This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to subsection (b) of Section 15-1302 of the Act. All Protective Advances shall, except to the extent, if any, that any of the same are clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in: (A) determination of the amount of Obligations secured by this Mortgage at any time; (B) the amount of the Obligations found due and owing to Lender in a judgment of foreclosure and any subsequent, supplemental judgments, orders, adjudications or findings by any court of any additional Obligations becoming due after such entry of judgment (it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose); (C) if right of redemption is deemed not to be waived by this Mortgage, computation of any amounts required to redeem, pursuant to Subsections (d)(2) and (e) of Section 5-1603 of the Act; (D) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act; (E) application of income in the hands of any receiver or Lender in possession; and (F) computation of any deficiency judgment pursuant to subsections (b) (2) and (e) of Sections 15-1508 and 15-1511 of the Act.

15. Waiver of Right of Redemption and Reinstatement. Borrower hereby waives its rights of redemption and reinstatement, including such rights as provided under Sections 15-1601 and 15-1602 of the Act.

16. Business Loan Recital/Statutory Exemption.

(a) Borrower acknowledges and agrees that (A) the proceeds of the Loan will be used in conformance with subparagraph (1) of Section 4 of the Illinois Interest Act (815 ILCS 205/0.01, et seq., including Section 4(1) thereof); (B) the Obligations secured hereby has been incurred by Borrower solely for business purposes of Borrower and for Borrower's investment or profit, as contemplated by said Section 4(1); (C) the Obligations secured hereby constitutes a loan secured by real estate within the purview of and as contemplated by said Section 4(1); and (D) the secured Obligations is an exempted transaction under the Truth-In-Lending Act, 15 U.S.C. Sec. 1601 et. seq. and has been entered into solely for business purposes of Borrower and Borrower's investment or profit, as contemplated by said section.

(b) Without limiting the generality of anything contained herein, Borrower acknowledges and agrees that the transaction of which this Mortgage is part is a transaction which does not include either agricultural real estate (as defined in 15-1201 of the Act) or residential real estate (as defined in 15-1219 of the Act).

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17. Maximum Principal Amount/Future Advances. This Mortgage shall secure the payment of any amounts advanced from time to time under the loan documents, or under other documents stating that such advances are secured hereby. This Mortgage also secures any and all future Obligations arising under or in connection with this Mortgage, which future Obligations shall have the same priority as if all such future Obligations were made on the date of execution hereof. Nothing in this Section or in any other provision of this Mortgage shall be deemed an obligation on the part of Lender to make any future advances of any sort. At all times, regardless of whether any Loan proceeds have been disbursed, this Mortgage shall secure (in addition to any Loan proceeds disbursed from time to time) the payment of any and all expenses and advances due to or incurred by Lender in connection with the Obligations to be secured hereby and which are to be reimbursed by Borrower under the terms of this Mortgage; provided, however, that in no event shall the total amount of Loan proceeds disbursed plus such additional amounts exceed two times the principal amount of the Note.

18. Lender in Possession. In addition to any provision of this Mortgage authorizing the Lender to take or be placed in possession of the Property, or for the appointment of a receiver, Lender shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in possession of the Property or at its request to have a receiver appointed, and such receiver, or Lender, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all powers, immunities, and duties as provided for in Sections 15-1701 and 15-1703 of the Act.

19. Illinois Mortgage Foreclosure Act. It is the express intention of Lender and Borrower that the rights, remedies, powers and authorities conferred upon Lender pursuant to this Mortgage shall include all rights, remedies, powers and authorities that a mortgagor may confer upon a mortgagee under the Act and/or as otherwise permitted by applicable law, as if they were expressly provided for herein. In the event that any provisions in this Mortgage are deemed inconsistent with any provision in 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 Lender any rights or remedies which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of such provisions, Lender shall be vested with the rights granted in the Act to the full extent permitted by law.

20. Collateral Protection Act. Pursuant to the requirements of the Illinois Collateral Protection Act, Borrower is hereby notified as follows:

Unless the Borrower provides Lender with evidence of the insurance coverage required by this Mortgage, or any of the other loan documents, Lender may purchase insurance at Borrower's expense to protect Lender's interest in the Property or any other collateral for the Obligations. This insurance may, but need not protect Borrower's interests. The coverage Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Property or any other collateral for the Obligations. Borrower may later cancel any insurance purchased by Lender but only after providing Lender with evidence that Borrower has obtained insurance as required by this Mortgage, the Loan Agreement or any of the other loan documents. If Lender purchases insurance for the Property or any other collateral for the Obligations, Borrower will be responsible for the costs of that insurance, including interest in any other charges that Lender may lawfully impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be more than the cost of insurance that Borrower may be able to obtain on its own and may be added to the Obligations and future obligations secured hereunder.

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21. **Sealed Instrument.** Borrower intends for this Mortgage to be executed and delivered by Borrower, and accepted by Lender, as a sealed instrument.

22. **Variable Rate.** This Mortgage secures the full and timely payment of Obligations, including, among other things, the obligation to pay interest on the unpaid principal balance at a variable rate of interest to the extent provided in the Note.

23. **Construction Loan.** This Mortgage secures an obligation incurred for the construction of improvements on the Land and is deemed to be a "construction" mortgage as provided in Section 9-334(h) of the Code.

24. **Venue.** Any action to enforce this Mortgage or to pursue any of the remedies set forth herein shall be brought in the courts of the State of Illinois, in the county in which the Property is located.

25. **Due on Transfer.** If, without the written consent of Lender, which will not be unreasonably withheld, the Property or any part thereof, is transferred, then the entire unpaid principal balance of the Obligations and all accrued and unpaid interest shall, at the option of the Lender, become immediately due and payable. For purposes hereof, the word "transferred" shall mean and include the sale, transfer, hypothecation, assignment or encumbrance, whether voluntary or involuntary, or by operation of law, by Borrower, of all or any part of the Property, including entering into a lease of all or part of the Property with a term of more than one year.

26. **Satisfaction of the Obligations.** Once all sums secured by this Mortgage have been paid, Lender shall release and reconvey, without covenant or warranty, express or implied, the Property.

27. **Notices.** Except as otherwise provided by law, all notices required or permitted to be given under this Mortgage must be (a) in writing and (b) sent to Borrower and Lender at their addresses set forth above, and will be effective (i) on delivery, if delivered personally (including by messenger, telephone facsimile or overnight courier), or (ii) three calendar days after mailing, by certified mail, return receipt requested, postage prepaid, if given by mail. Any party may change its address by notice given under this Section 27.

28. **Headings.** Captions and headings used in this Mortgage are for convenience only, are not a part of this Mortgage, and do not limit or alter any of its provisions.

29. **Interpretation.** In this Mortgage, whenever the context so requires, masculine gender includes the feminine and neuter, and the singular includes the plural and vice versa.

30. **Applicable Law.** This Mortgage was made and is to be performed in the State of Illinois. It will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within that State, and any suit to enforce this Agreement or to assert any right or remedy under this Agreement shall be brought only in a state or federal court sitting in the county in which the Real Property is located, which shall be the exclusive venue for, and which courts shall have exclusive jurisdiction with respect to, any such suit.

31. **Waiver.** No waiver of any breach of any provision of this Mortgage will constitute a waiver of any prior or subsequent breach of the same provision, or of any other provision of this Mortgage. No extension of time for performance of any obligation or act will constitute an extension of time for performance of any other obligation or act.

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32. **Binding Effect.** Borrower will have no right or power to assign or delegate any of its rights or obligations under this Mortgage, and any purported assignment, delegation or transfer, at the option of Lender, will be void. Subject to the foregoing, this Mortgage and all of its terms will be binding upon and inure to the benefit of Borrower and Lender, their respective heirs, personal representatives, successors and assigns.

33. **Entire Agreement.** This Mortgage sets forth the entire agreement among the parties as to its subject matter, and is subject to no promise, warranty or representation not expressly set forth.

34. **Time of Essence.** Time is of the essence in this Mortgage and every term, condition, covenant and provision hereof.

35. **Modification.** No modification of this Mortgage will be binding unless evidenced by an agreement in writing and signed by the party to be bound.

36. **Partial Invalidity.** If any provision of this Mortgage is held to be invalid or unenforceable, all the remaining provisions will nevertheless continue in full force and effect.

BORROWER:

Blue Island Plaza, LLC, an Illinois limited liability company

By: _____
Name: Paul Tsakiris
Manager and Sole Member

76th & Jefferey Bldg., LLC, an Illinois limited liability company

By: _____
Name: Paul Tsakiris
Manager and Sole Member

Calcity, LLC, an Illinois limited liability company

By: _____
Name: Paul Tsakiris
Manager and Sole Member

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STATE OF)
) ss.
 COUNTY OF)

The foregoing Mortgage and Assignment of Rents was acknowledged before me on this 25 day of August, 2016,

[Signature]

 Notary Public

My Commission Expires:

"OFFICIAL SEAL"
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXPIRES 12/6/2018

STATE OF)
) ss.
 COUNTY OF)

The foregoing Mortgage and Assignment of Rents was acknowledged before me on this 25 day of August, 2016,

[Signature]

 Notary Public

My Commission Expires:

"OFFICIAL SEAL"
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXPIRES 12/6/2018

STATE OF)
) ss.
 COUNTY OF)

The foregoing Mortgage and Assignment of Rents was acknowledged before me on this 25 day of August, 2016,

[Signature]

 Notary Public

My Commission Expires:

"OFFICIAL SEAL"
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXPIRES 12/6/2018

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LEGAL DESCRIPTION

Order No.: 16NW7122209SK

For APN/Parcel ID(s): 25-30-310-001-0000 and 25-30-310-042-0000

PARCEL 1:

LOTS 8, 9, 10 AND 11 IN BLOCK 3 (EXCEPT THAT PART TAKEN FOR ROAD PURPOSES) IN FAIRMONT, A SUBDIVISION OF LOTS 2 AND 3 OF ASSESSOR'S DIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

For APN/Parcel ID(s): 20-25-408-029-0000, 20-25-408-035-0000, 20-25-408-003-0000 and 20-25-408-002-0000

PARCEL 2:

THAT PART OF LOT 72 IN JEFFREY AVENUE SYNDICATE SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 68.0 FEET SOUTH OF THE NORTH LINE OF LOT 72 ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE PROPERTY FORMERLY OWNED BY THE BALTIMORE AND OHIO RAILROAD COMPANY IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: ON THE SOUTH BY THE NORTHERLY LINE AND SAID NORTHERLY LINE EXTENDED SOUTHEASTERLY OF LOT 71 IN JEFFREY AVENUE SYNDICATE SUBDIVISION OF BLOCK 3 OF CAROLIN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25 AFORESAID, ON THE NORTH BY A LINE THAT IS 68.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 72 IN JEFFREY AVENUE SUBDIVISION AFORESAID ON THE WEST BY THE EAST RIGHT-OF-WAY LINE OF SOUTH JEFFREY BOULEVARD, AS SAID JEFFREY BOULEVARD IS SHOWN ON PLAT OF SAID JEFFREY AVENUE SYNDICATE SUBDIVISION AND ON THE EAST BY THE WEST LINE OF THE NORTH-SOUTH PUBLIC ALLEY LYING EAST OF AND ADJOINING THE LAND PRODUCED ACROSS SAID FORMER RAILROAD PROPERTY, (EXCEPT THAT PART THEREOF FALLING WITHIN A PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 72; THENCE SOUTH ALONG THE EAST LINE OF JEFFERY AVENUE, 45 FEET; THENCE 90 DEGREES EAST TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID LOT 72; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO THE POINT OF BEGINNING, AND ALSO EXCEPT THAT PART LYING SOUTH OF A LINE DRAWN FROM A POINT 61.13 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 69 IN SAID JEFFREY AVENUE SYNDICATE SUBDIVISION TO A POINT 60.75 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 69), IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 70 AND 71 IN JEFFREY AVENUE SYNDICATE SUBDIVISION OF BLOCK 3 IN CAROLIN SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

For APN/Parcel ID(s): 29-12-404-001-0000, 29-12-404-009-0000, 29-12-404-008-0000, 29-12-404-007-0000, 29-12-404-006-0000, 29-12-404-005-0000, 29-12-404-004-0000, 29-12-404-003-0000, 29-12-404-002-0000, 29-12-403-010-0000 and 29-12-403-009-0000

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LEGAL DESCRIPTION

(continued)

PARCEL 5:

LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 IN BLOCK 8 IN FORD TERRACE A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SECTION 12, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 6:

LOTS 1 AND 2 IN BLOCK 1(EXCEPT THAT PART TAKEN FOR ROADS, PER CIRCUIT COURT OF COOK COUNTY CASE NO. 91L50805) IN FRANK G. CROISSANTS SHADOW LAWN, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/3 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF MICHIGAN CITY ROAD, IN COOK COUNTY, ILLINOIS.

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