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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc# 1628039115 Fee \$88.00
RHSP Fee:\$9.00RPRF Fee \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/06/2016 03:19 PM Pg: 1 of 9

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 03-36-204-101

Address:

Street: 720 North River Road

Street line 2:

City: Mount Prospect

State: IL

ZIP Code: 60056

Lender: Edward A Villadonga

Borrower: Crown Castle Towers 09 LLC

Loan / Mortgage Amount: \$214,947.00

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.

S Yes
P 9
S N
M N
SC Yes
E Yes
ATT Yes

Certificate number: 5EFB87D9-219F-40A4-96A4-A3CA49569597

Execution date: 6/11/2016

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This document was prepared by:

Matthew S. Raczkowski, Esq.
Dykema Gossett PLLC
10 South Wacker Drive
Suite 2300
Chicago, IL 60606

After recording, return to:

After recording return to:
Linear Title & Closing
127 John Clarke Rd
Middletown, IL 60442

This space reserved for Recorders use only.

MORTGAGE

THIS INSTRUMENT ("Mortgage") WITNESSES: That **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company ("Mortgagor"), whose address is 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby MORTGAGES and WARRANTS to **EDWARD A. VILLADONGA**, a married man ("Mortgagee"), whose address is 720 N. River Rd., Mt. Prospect, Illinois 60056, the real estate interests ("Real Estate Interests") located in Cook County, State of Illinois, more particularly described as follows:

[PLEASE SEE EXHIBIT "A" ATTACHED HERETO]

together with all rights, title and interests of Mortgagor in and to all rights, privileges, interests, tenements, hereditaments, easements and appurtenances in any way now or hereafter pertaining to the Real Estate Interests (together with the Real Estate Interests, the "Mortgaged Property").

This Mortgage is given to secure performance by Mortgagor of the covenants and agreements contained in this Mortgage and to secure payment of the payments due under that certain Promissory Note (the "Promissory Note") dated of even date herewith between Mortgagee as Lender and Mortgagor as Borrower, to Mortgagee in the principal sum of Two Hundred Fourteen Thousand Nine Hundred Forty-Seven and 00/100 Dollars (\$214,947.00) with the final payment due on the date set forth in the payment schedule attached to said Promissory Note (the "Indebtedness").

Mortgagor hereby further covenants with the Mortgagee as follows:

S _____
P
S _____
M _____
SC _____
E _____
INT _____

BUN 875579
VILLADONGA
CHICAGO\4412840.5
ID\MSR - 101460\000823

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1. **Payment of Sums Due.** If Mortgagor is the Borrower (or one of them, if more than one), Mortgagor covenants and agrees to promptly pay the Indebtedness, as and when the payment(s) thereof become due.

2. **Care and Condition of Mortgaged Property.** Mortgagor shall (a) keep the Mortgaged Property in good condition and repair, without waste, and free from encroachments and from mechanic's or materialman's liens or claims for lien not expressly subordinated to this Mortgage; (b) pay when due any indebtedness which may be secured by a lien or charge on the Mortgaged Property, whether or not superior to the lien of this Mortgage; and (c) comply with all requirements of law and covenants and restrictions of record applicable to the Mortgaged Property or its use.

3. **Fixtures.** Any property which has been affixed to the Mortgaged Property remains the property of the tenants and/or subtenants located on the Mortgaged Property and is expressly excluded from the security interest granted to Mortgagee by this Mortgage.

4. **Warranty.** Mortgagor covenants and warrants that Mortgagor has a good and legal right to convey and mortgage the Mortgaged Property.

5. **Insurance.** Mortgagor will obtain and keep in force the insurance more particularly described in that certain Grant of Easement and Assignment of Lease dated of even date herewith between Mortgagee, as grantor, and Mortgagor, as grantee (the "Grant of Easement and Assignment of Lease").

6. **Taxes.** Mortgagor will pay, or cause to be paid when due, the real estate taxes more particularly described in the Grant of Easement and Assignment of Lease.

7. **Protection of Security by Mortgagee.** In the Event of Default by Mortgagor of any kind under this Mortgage beyond applicable notice and cure periods, Mortgagee may, at Mortgagee's option, but without any duty or obligation of any sort to do so and without in any way waiving or relieving any default by Mortgagor, make any payment and perform any act required of Mortgagor by this Mortgage, including but not limited to, payment of insurance premiums, taxes, assessments, and prior liens and encumbrances. All expenses so incurred, including reasonable attorneys' fees, and any other reasonable expenses incurred by Mortgagee to protect the Mortgaged Property shall be immediately due and payable by Mortgagor.

8. **Default and Acceleration.** Time is of the essence of this Mortgage. Upon the occurrence of any "Event of Default" (as hereinafter defined), and at any time thereafter, then, in any and every such case, the entire Indebtedness shall, at the option of Mortgagee, become immediately due and payable, and Mortgagee shall have the right to foreclose the mortgage lien created by this Mortgage against the Mortgaged Property, to enforce every other security interest created by this Mortgage and to institute any action, suit or other proceeding which Mortgagee may deem necessary or proper for the protection of its interests. The following shall each constitute an "Event of Default" for purposes of this Mortgage: Default (i) in the payment of any of the Indebtedness within ten (10) days of the date such Indebtedness is due (the

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“Delinquency”) and failure to pay such Indebtedness for a period of sixty (60) days after the date (the “Delinquency Notice Date”) Mortgagee receives written notice of the Delinquency from Mortgagee, or (ii) in the performance any covenant or term of this Mortgage which remains uncured for a period of sixty (60) days after Mortgagee’s receipt of written notice thereof from Mortgagee.

9. Right to Reinstate. Notwithstanding Mortgagee’s acceleration of the sums secured by this Mortgage, Mortgagee shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagee pays Mortgagee all sums which would be then due under this Mortgage and the Indebtedness had no acceleration occurred; (b) Mortgagee cures all breaches of any other covenants or agreements of Mortgagee contained in this Mortgage; and (c) Mortgagee pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagee contained in this Mortgage and in enforcing Mortgagee’s remedies as provided in this Mortgage, including reasonable attorney’s fees. Upon such payment and cure by Mortgagee, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration has occurred.

10. Foreclosure and Application of Proceeds. All expenses which may be paid or incurred by or on behalf of Mortgagee in connection with the foreclosure of this Mortgage for reasonable attorneys’ fees and appraisers’ fees as Mortgagee reasonably may deem necessary to prosecute such suit shall be immediately due and payable by Mortgagee, and shall be allowed and included as Indebtedness in the judgment for sale.

11. Foreclosure Proceedings and Receiver. Upon the commencement of any proceedings to foreclose this Mortgage, Mortgagee shall be entitled forthwith to the appointment of a receiver or receivers, as a matter of right.

12. No Exclusive Remedy. Except as otherwise provided herein, each and every right, power and remedy conferred upon or reserved to Mortgagee in this Mortgage is cumulative and shall be in addition to every other right, power and remedy given in this Mortgage or now or hereafter existing at law or in equity. No delay or omission of Mortgagee in the exercise of any right, power or remedy shall be construed to be a waiver of any Event of Default or any acquiescence therein.

13. Foreclosure without Deficiency. Notwithstanding anything to the contrary contained herein or in the Promissory Note, Mortgagee shall not enforce the liability and obligation of Mortgagee to perform and observe the obligations under the Promissory Note and/or this Mortgage by any action or proceeding wherein a money judgment shall be sought against Mortgagee, except that Mortgagee may bring a foreclosure action, an action for specific performance or any other appropriate action or proceeding to enable Mortgagee to enforce and realize upon its interest under this Mortgage; provided, however, that any judgment in any such action or proceeding shall be enforceable against Mortgagee only to the extent of Mortgagee’s interest in the Mortgaged Property, and Mortgagee, by accepting this Mortgage, shall not sue for, seek or demand any deficiency judgment against Mortgagee in any such action or proceeding

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under or by reason of or under or in connection with this Mortgage or the Promissory Note. In no event shall Mortgagor be liable for any remaining Indebtedness under the Promissory Note or under this Mortgage.

14. Provisions Severable. In the event any one or more of the provisions of this Mortgage for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Mortgage.

15. Notices. All notices pursuant to this Mortgage shall be in writing. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by (i) nationally recognized overnight courier service which maintains delivery records, or (ii) certified mail, postage prepaid, return receipt requested, to Mortgagor's address stated below or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by (i) nationally recognized overnight courier service which maintains delivery records, or (ii) certified mail, postage prepaid, return receipt requested, to Mortgagee's address stated below or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein.

Notices to Mortgagor:

Crown Castle Towers 09 LLC
E. Blake Hawk, General Counsel
Attention: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

Notices to Mortgagee:

Edward A. Villadonga
720 N. River Rd.
Mt. Prospect, IL 60056

16. Successors and Assigns. This Mortgage shall (a) run with the land, (b) apply and extend to, be binding upon and inure to the benefit of Mortgagor, Mortgagor's heirs, administrators, successors and assigns and all persons claiming under or through Mortgagor, and the word "Mortgagor" shall include all such persons, and (c) shall apply and extend to, be binding upon and inure to the benefit of Mortgagee and Mortgagee's successors and assigns. The word "Mortgagee" shall include the successors and assigns of Mortgagee, and the holder or holders, from time to time, of any other instruments secured by the Mortgage.

17. Miscellaneous. The captions in this Mortgage are for convenience only and do not define or limit the provisions of this Mortgage. All changes to this Mortgage must be in writing signed by Mortgagee and, if this Mortgage is to be recorded, shall not be effective until

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recorded. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[Remainder of page intentionally left blank; signatures appear on the following page]

Property of Cook County Clerk's Office

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MORTGAGOR:

CROWN CASTLE TOWERS 09 LLC,
a Delaware limited liability company

By: *[Signature]*

Name: Helen Smith

Title: Real Estate Transaction Manager

Date: 6/11/15

Property of Cook County Clerk's Office

ACKNOWLEDGEMENT

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

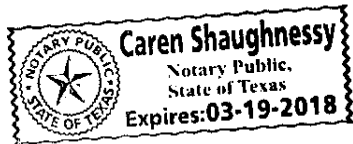
On this, the 11 day of JUNE, 2015, before me Caren Shaughnessy, Notary Public, the undersigned officer, personally appeared Helen Smith, who acknowledged him/herself to be the RET Mgr. of Crown Castle Towers 09 LLC, a Delaware limited liability company, and that he/she, being authorized to do so, executed the foregoing Mortgage for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]

Notary Public, State of Texas, County of Harris

My Commission Expires: 3-19-18



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Exhibit "A"

DESCRIPTION OF REAL ESTATE INTERESTS

EASEMENT AREA:

THAT PART OF LOT 1 (EXCEPT THE NORTH 105.00 FEET AS MEASURED ALONG THE EAST LINE OF THE EAST 150.00 FEET AS MEASURED ALONG THE NORTH LINE) IN FOREST RIVER, A SUBDIVISION OF THE NORTH 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF WESTERLY RIGHT-OF-WAY LINE OF NORTH RIVER ROAD WITH A LINE THAT IS 150.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 0°03'00" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 50.00 FEET; THENCE NORTH 89°57'00" WEST, 44.45 FEET; THENCE NORTH 0°03'00" EAST, 8.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°57'00" WEST, 30.00 FEET; THENCE NORTH 0°03'00" EAST, 30.00 FEET; THENCE SOUTH 89°57'00" EAST, 30.00 FEET; THENCE SOUTH 0°03'00" WEST, 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 900 SQUARE FEET (OR 0.002 ACRES), MORE OR LESS.

ACCESS EASEMENT:

A 12.00 FOOT WIDE ACCESS & UTILITY EASEMENT IN THAT PART OF LOT 1 (EXCEPT THE NORTH 105.00 FEET AS MEASURED ALONG THE EAST LINE OF THE EAST 150.00 FEET AS MEASURED ALONG THE NORTH LINE) AND LOT 2 IN FOREST RIVER, A SUBDIVISION OF THE NORTH 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF WESTERLY RIGHT-OF-WAY LINE OF NORTH RIVER ROAD WITH A LINE THAT IS 150.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 0°03'00" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 26.15 FEET; THENCE CONTINUING SOUTH 0°03'00" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 33.91 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 34°46'44" WEST, 24.72

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FEET TO A POINT OF CURVATURE; THENCE 28.59 FEET ALONG A 30.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 62°05'12" WEST, 27.52 FEET TO A POINT ON A LINE LYING 6.00 FEET EAST OF AND PARALLEL WITH THE EASTERLY LINE OF THE HEREIN DESCRIBED "875579 TOWER EASEMENT"; THENCE NORTH 0°03'00" EAST ALONG SAID PARALLEL LINE, 20.91 FEET; THENCE NORTH 89°57'00" WEST, 42.94 FEET; THENCE SOUTH 84°42'26" WEST, 8.98 FEET TO THE EASTERLY LINE OF THE HEREIN DESCRIBED "856080 TOWER EASEMENT", SAID POINT ALSO BEING THE POINT OF TERMINATION.

CONTAINING 1,516 SQUARE FEET (OR 0.035 ACRES), MORE OR LESS.

TOGETHER WITH THAT CERTAIN UTILITY EASEMENT DESCRIBED AS FOLLOWS:

AN 8.00 FOOT WIDE UTILITY EASEMENT IN THAT PART OF LOT 1 (EXCEPT THE NORTH 105.00 FEET AS MEASURED ALONG THE EAST LINE OF THE EAST 150.00 FEET AS MEASURED ALONG THE NORTH LINE) IN FOREST RIVER, A SUBDIVISION OF THE NORTH 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF WESTERLY RIGHT-OF-WAY LINE OF NORTH RIVER ROAD WITH A LINE THAT IS 150.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 0°03'00" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 26.15 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 88°57'00" WEST, 20.64 FEET TO THE NORTHEASTERLY LINE OF THE HEREIN DESCRIBED "ACCESS & UTILITY EASEMENT", SAID POINT ALSO BEING THE POINT OF TERMINATION.

CONTAINING 171 SQUARE FEET (OR 0.004 ACRES), MORE OR LESS.

Parent Parcel Tax I.D. Number: 03-36-204-101; 03-36-204-017
Common Address: 720 N. River Rd., Mt. Prospect, Illinois, 60056

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VILLADONGA
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