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Doc#. 1630718034 Fee: \$68.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 11/02/2016 09:51 AM Pg: 1 of 11

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN: 13-11-311-032-0000**

Address:

Street: 5024 Monticello Ave

Street line 2:

City: Chicago

State: IL

ZIP Code: 60625

Lender: Michiko Nakayama

Borrower: UNITED VISION INVESTMENT, LLC

Loan / Mortgage Amount: \$50,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is not owner-occupied.

Certificate number: 79446EAE-9F9F-41DE-9211-3AC993D8316B

Execution date: 10/28/2016

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SECOND MORTGAGE

PREPARED BY:

The Woods Law Group, Ltd.
1447 W. Henderson #1
Chicago, Illinois 60657

AFTER RECORDING MAIL TO:

Michiko Nakayama,
952 Janisse Drive,
Windsor, Ontario N8S 2V8,
Canada

THIS SECOND MORTGAGE (this "Mortgage" or "Security Instrument") is made as of this 28 day of October, 2016, by UNITED VISION INVESTMENT, LLC, an Illinois limited liability company having a principal place of business located at 5202 S. Ingleside Ave., Unit 1-S, Chicago, Illinois 60615 (the "Mortgagor" or the "Borrower"), in favor of Michiko Nakayama, having a primary mailing address of 952 Janisse Drive, Windsor, Ontario N8S 2V8, Canada, or her registered assigns (the "Mortgagee" or "Lender").

RECITALS

WHEREAS, the Mortgagee has made a loan to Mortgagor (the "Loan") in the principal amount of **FIFTY THOUSAND DOLLARS (\$50,000.00)** which is evidenced by an Promissory Note of Mortgagor (the "Note") of even date with this Second Mortgage.

WHEREAS, this Mortgage secures all of Mortgagor's obligations under the Note and under this Mortgage (collectively, "Mortgagor's Obligations").

NOW THEREFORE, in consideration of the extension of the Loan to Mortgagor, Mortgagor covenants and agrees as follows:

1. **Grant of Mortgage; Exceptions.** For valuable consideration, the Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described property (the "Property"), in the county of Cook, State of Illinois, commonly known as 5024 MONTICELLO AVE., CHICAGO, IL 60625, and having the following legal description: See attached legal description attached hereto as Exhibit A and incorporated herein by this reference.

PIN: 13-11-311-032-0000

The term "Property," as defined herein, shall be deemed to include all improvements, tenements, easements,

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fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate and the Property whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate and the Property.

Mortgagor represents and covenants that it is lawfully seized of the estate by this Mortgage conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for the following encumbrance of record: Senior Mortgage as defined in Section 9 of this Mortgage (the "Permitted Exceptions").

Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to the Permitted Exceptions.

2. **Payment of Principal and Interest; Prepayment and Late Charges.** Mortgagor will promptly pay when due the principal of and interest on the Loan, and any late or other charges due under the Note or this Mortgage. At the option of the Mortgagee, all unpaid indebtedness secured by this mortgage shall become due and payable immediately in the case of the default in making payment of any installment of principal or interest on the Note. At such time as the Mortgagor is not in default either under the terms of the Note secured hereby or under the terms of this Mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of said Note (in addition to the required payments) as may be provided in said Note.

3. **Funds for Taxes and Insurance.** Mortgagor shall not be required to establish escrows with the Mortgagee for the payment of taxes or insurance. However, Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, association dues, and other charges against the Property when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

4. **Application of Payments.** All payments of principal and interest received by Mortgagee will be applied first to interest and any late charges, and then to principal.

5. **Charges; Liens.** Borrower will pay, before the dates they are due, all payments of principal, interest and other amounts due on the Senior Note (as defined in Section 9 below), and all taxes, assessments, charges, fines and other impositions attributable to the Property, which may at any priority over this Mortgage and leasehold payments or ground rents, if any. Borrower or Lender, on Borrowers behalf, shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Mortgage unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, other than any Permitted Exceptions, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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6. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which the Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld. If borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Section 8 of this Mortgage.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 2 or change the amount of the payments.

7. **Possession; Preservation, Maintenance and Protection of the Property.** Provided that no Event of Default, as defined in Section 15 exists, the Mortgagor may remain in possession and control and manage the Property. The Mortgagor shall keep the Property in good repair and shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or Lender's security interest.

8. **Protection of Mortgagee's Rights in the Property.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Mortgagee's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Mortgagee may, at its option, do and pay for whatever is necessary to protect the value of the Property and Mortgagee's rights in the Property. Mortgagee's actions may include paying any sums secured by a lien that has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Mortgagee may take action under this Section 8, Mortgagee is not obligated to do so. Any amounts disbursed by Mortgagee under this Section 8 will become additional debt of Mortgagor secured by this Mortgage. These amounts will bear interest from the date of disbursement at the Default Rate and will be payable, with interest, to Mortgagee upon demand. For purposes herein, the "Default Rate" shall be as defined within the Note.

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9. **Senior Mortgage.** This Mortgage is subject and subordinate to the note (the "Senior Note") and that certain Mortgage (the "Senior Mortgage") dated December 8, 2014 and made by Mortgagor in favor of YASUO NINOMIYA, LLC, in the amount of \$280,000.00 (the "Senior Mortgagee"), and recorded against the Property with the Cook County Recorder of Deeds on January 22, 2015. Mortgagor represents and warrants that it has timely paid and will continue to pay all amounts due, and has performed and will continue to perform all obligations it is required to perform, under the Senior Note and Senior Mortgage. In no event shall Mortgagee proceed with enforcing any of the rights or remedies afforded it under Section 16, or otherwise, without first providing the Senior Mortgagee with ten (10) days' prior written notice of Mortgagor's default and Mortgagee's intention of enforcing any of the rights or remedies Mortgagee may have pursuant to the terms of this Mortgage.

10. **Inspection.** Mortgagee or its agent may make reasonable entries upon and inspections of the Property. Mortgagee will give Mortgagor reasonable notice prior to any such entry onto the Property.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

12. **Mortgagor Not Released; Forbearance By Mortgagee Not a Waiver.** Extension of the time for payment of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor will not operate to release the liability of the original Mortgagor or Mortgagor's successors in interest. Mortgagee will not be required to commence proceedings against any successor in interest or refuse to extend time for payment of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor or Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy will not be a waiver of or preclude the exercise of any right or remedy.

13. **Loan Charges.** The Mortgagor agrees to pay all charges incurred by the Mortgagee in enforcing the terms of the Note and this Mortgage, including reasonable attorney fees, court costs and other costs incurred to protect the Mortgagee's interest in the Property. If any charges, fee or interest due under the Loan or the Loan Documents are found to exceed the permitted legal limits, then any such charges, fee or interest will be reduced by the amount necessary to reduce the charge to the permitted limit.

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14. **Notices.** All notices, communications and waivers under this Mortgage must be in writing and must be: (i) delivered in person; or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested; or (iii) by overnight express carrier, addressed as follows:

If to Mortgagor:

UNITED VISION INVESTMENT, LLC
5202 S. Ingleside Ave., Unit 1-S,
Chicago, Illinois 60615

With a copy to:

Jeffrey D. Woods, Esq.
1447 W. Henderson #1
Chicago, Illinois 60657

If to Mortgagee:

Michiko Nakayama
952 Janisse Drive,
Windsor, Ontario N8S 2V8, Canada

All notices sent pursuant to the terms of this Section 14 will be considered received: (i) if personally delivered, then on the date of delivery; (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent; or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

15. **Default.** The occurrence of any of the following will constitute an event of default (an "Event of Default") under this Mortgage and under the Note and any other loan documents:

- (a) If Mortgagor fails to pay all or any portion of Mortgagor's Obligations within five (5) days of the date when the same become due and payable.
- (b) If Mortgagor fails to observe or perform any covenant or agreement made by Mortgagor under this Second Mortgage, and such default is not cured within 30 days following written notice of default from Mortgagee.
- (c) If any representation or warranty made by Mortgagor to the Lender proves to be false or misleading in any way.
- (d) If Mortgagor: (i) is generally not paying its debts as they become due; (ii) files, or consents, by answer or otherwise, to the filing of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or insolvency under the laws of any jurisdiction; (iii) makes an assignment for the benefit of creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers for Mortgagor or for any part of the Property; (v) is adjudicated insolvent; or (vi) takes action for the purpose of any of the foregoing.
- (e) If any court or governmental agency of competent jurisdiction enters an order appointing a custodian, receiver, trustee or other officer with similar powers with respect to Mortgagor.
- (f) If: (i) all or any part of the Property or any interest in it is sold or otherwise transferred; or (ii) any mortgage or other financing other than the Senior Mortgage and Mortgage is placed on or recorded against the Property, without the prior written consent of Mortgagee.

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- (g) If there is an amendment to any material term of the Senior Mortgage or any of the related Senior Mortgage loan documents (collectively, "Senior Mortgage Loan Documents") without the prior written consent of Mortgagee.
- (h) If there is a default by Mortgagor under any of the Senior Mortgage Loan Documents.
- (i) Mortgagor fails to utilize the funds provided by the Mortgagee to the Mortgagor under the Note for any purposes other than the renovation and rehabilitation of the Property.
- (j) Mortgagee deems itself reasonably unsecure in the repayment of sums secured hereunder.

16. **Acceleration of Mortgagor's Obligations; Remedies.** Upon the occurrence of any Event of Default under this Mortgage, Mortgagee, at any time at its option without notice or demand, may declare all of Mortgagor's obligations due and payable, whereupon Mortgagor's obligations will mature and become due and payable, all without presentment, demand, protest or notice, all of which Mortgagor now waives. In such event, Mortgagee may: (i) enforce its rights and remedies under the loan documents evidencing or securing Mortgagor's Obligations in accordance with their respective terms, including the remedy provided in Section 17 of this Mortgage; or (ii) enforce any of the rights or remedies accorded to Mortgagee at equity or law, by virtue of statute or otherwise. Mortgagor agrees to pay all costs and expenses of collection and enforcement of the Note and this Mortgage when incurred, including Mortgagee's reasonable attorneys' fees and legal and court costs, including any incurred on appeal or in connection with bankruptcy or insolvency, and whether or not any lawsuit or proceeding is filed with respect to this Mortgage.

17. **Foreclosure.** When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title as Mortgagee may deem to be reasonable necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Default Rate, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof. In the event proceeds from a foreclosure sale fail to reimburse the Lender for all amounts owed to the Lender under the Note and attorney's fees, court costs and other costs authorized hereunder, the Lender reserves the right to seek a deficiency judgment against the Lender and any individual members of the Lender and pursue such amounts from any guarantor of the Mortgagor's indebtedness. Notwithstanding anything contained herein to the contrary, the Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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18. **Full Performance; Release.** Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release. In the event payment is made by Mortgagor and thereafter Mortgagee is forced to remit the amount of that payment (a) to Mortgagor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Mortgagee with any claimant, the indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by the Mortgagee, and the Mortgagor shall be bound by any judgment, decree, order, settlement or compromise relating to the indebtedness or to this Mortgage.

19. **Security Interest; Additional Assurances.** This Mortgage instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Mortgagee shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time. Upon request by Mortgagee, the Mortgagor shall execute financing statements and take whatever other action is requested by Mortgagee to perfect and continue Mortgagee's security interest in the rents and personal property associated with the Property. The Mortgagor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest.

20. **Miscellaneous Provisions.** The following miscellaneous provisions are a part of this Mortgage:

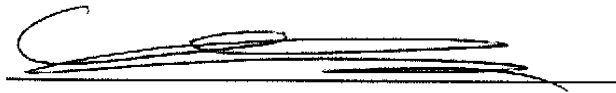
- (a) **Entire Agreement; Amendments.** This Mortgage, together with the Note and any other document executed by the parties related to the Loan, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Governing Law; Severability.** This Mortgage will be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict will not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.
- (c) **Caption Headings.** Section and sub-section headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions herein.
- (d) **Successors and Assigns.** This Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Mortgagor, the Lender, without notice to Mortgagor, may pursue the Mortgagor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing the Mortgagor from its liabilities hereunder.

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date and year first set forth above.

MORTGAGOR:


UNITED VISION INVESTMENT, LLC
, an Illinois limited liability company



By: Kazuhisa Nomura, Member

STATE OF ILLINOIS)
) SS.
COUNTY OF COCK)

On this day before me, the undersigned Notary Public, personally appeared KAZUHISA NOMURA, known to me to be the individual described in and who executed the Mortgage on behalf of the aforesaid, and acknowledged that he signed the Mortgage as the free and voluntary act and deed of the Mortgagor, for the uses and purposes therein mentioned, on this 28 day of OCTOBER, 2016



NOTARY PUBLIC

Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description

See attached.

Address: 5024 MONTICELLO AVE., CHICAGO, IL 60625

PIN:13-11-311-032-0000

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

THE SOUTH 25 FEET OF LOT 12 AND THE NORTH 10 FEET OF LOT 13 IN BLOCK 2 IN HINDMAN'S SUBDIVISION OF THE SOUTH ½ OF THE NORTH ½ (EXCEPT THE WEST 13.8 FEET OF THE SOUTH 33 FEET THEREOF AND EXCEPT STREETS HERETOFORE DEDICATED) OF THE EAST 52 ACRES OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as:

5024 MONTICELLO AVE, CHICAGO, IL 60625

13-11-311-032-0000

Property of Cook County Clerk's Office