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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



1751010754

CB 26f

Report Mortgage Fraud

800-532-8785



\*1707610070\*

Doc# 1707610070 Fee \$68.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/17/2017 12:02 PM PG: 1 OF 16

The property identified as: **PIN:** 14-28-319-112-1125

**Address:**

**Street:** 2550 North Lakeview

**Street line 2:** Unit S18-01

**City:** Chicago

**State:** IL

**ZIP Code:** 60614

**Lender:** Ralph C. Stayer 2009 Trust

**Borrower:** Brooke Stayer Wagner

**Loan / Mortgage Amount:** \$3,353,965.57

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

S  
P  
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SC  
INT

Y  
16  
N  
V  
18

**Certificate number:** 309A2842-CF05-4BC1-BCF4-D759F358EEF3

**Execution date:** 3/15/2017

✓

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**This instrument prepared by  
and when recorded return to:**

Blake F. Hanson  
Quarles & Brady LLP  
300 N. LaSalle St., Ste. 4000  
Chicago, Illinois 60654

## MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

**THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING** (this "**Mortgage**") is made as of March 15, 2017 and made by **BROOKE STAYER WAGNER**, an unmarried individual ("**Grantor**"), for the benefit of the **RALPH C. STAYER 2009 TRUST** ("**Lender**"). Subject only to outstanding real estate taxes, easements, rights of way, covenants, conditions, reservations and restrictions of record, if any, Lender has the rights as set forth herein.

### DEFINITIONS

The following capitalized words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code (810 ILCS 1/1 *et seq.* as amended from time to time, the "**Uniform Commercial Code**"). All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Base Rate.** The words "Base Rate" shall have the meaning set forth in the Note.

**Collateral.** The word "Collateral" means and includes, without limitation, all property and assets granted as collateral security for any portion of the Indebtedness, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, or whether created by law, contract, or otherwise.

**Default Rate.** The words "Default Rate" mean the lesser of (i) the Base Rate plus five percent (5.00%) per annum, or (ii) the highest rate permitted by applicable law.

**Event of Default.** The words "Event of Default" have the meaning set forth in Section 6.1.

**Grantor.** The word "Grantor" means Brooke Stayer Wagner, an unmarried individual.

**Improvements.** The word "Improvements" means, without limitation, all site improvements, existing and future structures, facilities, fixtures, landscaping, additions, and

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equipment on the Real Property.

**Indebtedness.** The word “Indebtedness” means all obligations, debts and liabilities of Grantor to Lender of any and every kind and nature.

**Loan Amount.** The words “Loan Amount” means THREE MILLION THREE HUNDRED FIFTY-THREE THOUSAND NINE HUNDRED SIXTY-FIVE AND 57/100 DOLLARS (\$3,353,965.57).

**Loan Documents.** The words “Loan Documents” mean this Mortgage, the Promissory Note, and every other document now or hereafter evidencing, securing or otherwise executed in conjunction with the Loan (as defined in the Note), together with all amendments, restatements, supplements and modifications thereof.

**Maturity Date.** The words “Maturity Date” mean March 15, 2020.

**Note.** The word “Note” means the Promissory Note, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note.

**Person.** The word “Person” means an individual or a corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, government (or any instrumentality, division, agency, body or political subdivision thereof) or other entity of any kind.

**Personal Property.** The words “Personal Property” mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such Property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Personal Property.

**Promissory Note.** The words “Promissory Note” mean that certain Promissory Note, dated as even date herewith, executed by Grantor in favor of Lender in the principal amount of the Loan Amount, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such Promissory Note.

**Property.** The word “Property” means the Personal Property, Real Property and Improvements located on the Real Property.

**Real Property.** The words “Real Property” means the real property commonly known as 2550 North Lakeview, Unit S18-01 and Parking Units 286 and 287, Chicago, Illinois, and legally described on Exhibit A attached hereto.

**Security Agreement.** The words “Security Agreement” mean any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

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**Security Interest.** The words "Security Interest" mean any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

## SECTION 1: GRANT OF MORTGAGE

**1.1 Grant of Mortgage.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the Property legally described on the attached Exhibit A, together with all Improvements; all easements, rights of way, and appurtenances; all water, water rights; and all other rights, royalties, and profits relating to the Property.

(a) Mortgage. Subject to the terms and conditions hereof, Lender shall loan the Loan Amount to Grantor. Grantor shall make payments of principal and interest from the date hereof until the Maturity Date in accordance with the terms and conditions of the Note. The terms and conditions of the Note are hereby incorporated herein by reference.

(b) Maturity Date. Subject to the occurrence of an Event of Default, this Mortgage shall mature on the Maturity Date.

(c) Default Interest. Notwithstanding anything to the contrary in this Mortgage or otherwise, if an Event of Default exists, all outstanding amounts of principal and, to the extent permitted by law, all overdue interest, shall bear interest, payable on demand, at the Default Rate.

(d) Fees and Expenses. Grantor shall assume and pay upon demand any and all out-of-pocket expenses incurred by Lender in connection with these loan documents including, without limitation, the following: (i) all closing costs, fees and disbursements, and (ii) all title examination fees, title insurance premiums, appraisal fees, survey costs, and filing and recording fees.

(e) Application of Payments. Upon the occurrence of an Event of Default, all monies received by Lender pursuant to this Mortgage shall be applied by Lender to any Indebtedness of Grantor (and in whatever order), as Lender shall determine, and Grantor does hereby irrevocably agree that Lender shall have the continuing exclusive right to apply and reapply any and all payments received at any time or times hereafter against Grantor's Indebtedness in such manner as Lender may deem advisable.

**1.2 Leases and Rents.** Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all rents from the Property. Lender agrees that Grantor shall collect and have the benefit of the rents until and unless there shall be an Event of Default. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and rents.

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**1.3 Scope.** THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS IN SECTION 1.2 AND THE SECURITY INTEREST IN THE PERSONAL PROPERTY AND RENTS, IS GIVEN TO SECURE: (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ALL OBLIGATIONS UNDER THIS MORTGAGE AND THE NOTE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE TERMS SET FORTH HEREIN.

## SECTION 2: GRANTOR'S AGREEMENTS AND AFFIRMATIVE COVENANTS

**2.1 Payment and Performance.** Except as otherwise provided in this Mortgage, Grantor shall pay Lender as provided in Section 1.1.

**2.2 Possession and Maintenance of the Property.** Grantor agrees that the following provisions shall govern Grantor's possession and use of the Property:

(a) Possession and Use. Until the occurrence of an Event of Default, Grantor shall have an exclusive right to access the Property and may collect and use any rents from the Property.

(b) Lender's Right to Enter. Lender and its agents and representatives may enter upon the Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

(c) Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans with Disabilities Act.

**2.3 Taxes and Liens.** Grantor agrees to comply with the following provisions regarding taxes and liens:

(a) Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay, and cause any lessee to pay (as appropriate), when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens, except for the lien of taxes and assessments not due.

(b) Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments.

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## 2.4 Property Damage Insurance and Proceeds.

(a) Payment. Grantor shall pay when due (and in all events prior to delinquency) all insurance premiums required in this Mortgage.

(b) Coverage. Grantor shall maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to the Property and operations, in form, amounts, coverages and with insurance companies reasonably acceptable to Lender, but in all cases with respect to casualty insurance, in amounts not less than the full replacement value of the Property (to the extent replacement is not covered by the insurance policy held by the condominium association for the benefit of the condominium property, including, without limitation, the Property). Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Lender. In connection with all policies covering assets in which Lender holds or is offered a Security Interest for the Loan, Grantor will provide Lender with such loss payable or other endorsements as Lender may require.

(c) Additional insured. Lender shall be named as additional insured on all insurance policies required to be maintained by Grantor.

(d) Distribution of Casualty Insurance. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Property in a manner satisfactory to Lender and in such case Lender shall, upon satisfactory proof of such expenditure and the lien-free completion of such restoration or repair, pay or reimburse Grantor from the proceeds for the reasonable cost of restoration or repair if no Event of Default exists hereunder.

**2.5 Expenditures by Lender.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the Default Rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during the remaining term of the Note, or (c) be added to the balloon payment which is due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this Section shall be in addition to any other rights or any remedies to which Lender may be entitled on account of an Event of Default. Any such action by Lender shall not be construed as curing the Event of Default so as to bar Lender from any remedy that it otherwise would have had.

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**2.6 Warranty; Defense of Title; Compliance.** Grantor makes the following warranties and agreements regarding title to the Property and compliance with applicable laws:

(a) Title. Grantor warrants that: (i) Grantor holds or upon disbursement of Lender's funds will acquire good and marketable title of record to the Property in fee simple, and (ii) Grantor has the full right, power and authority to execute and deliver this Mortgage to Lender.

(b) Defense of Title. Grantor warrants and will forever defend the title to the Property against the lawful claims of all Persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice (and at Grantor's expense), and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**2.7 Condemnation.** If all or any part of the Property, other than a part the loss of which, in Lender's sole reasonable discretion, would not materially and adversely affect the operation of the Property, shall be damaged or taken through condemnation, either temporarily, if in Lender's judgment such taking causes a material, adverse impact on (i) the Property and (ii) Grantor's ability to pay the Indebtedness, or permanently, the entire Indebtedness secured hereby shall, at the option of Lender, become immediately due and payable. Lender shall be entitled to all compensation, awards and other payments or relief therefor and all such compensation, awards, damages, claims, rights, actions and proceedings, and the right thereto, are hereby assigned by Grantor to Lender and shall be paid to Lender.

## SECTION 3: GRANTOR'S NEGATIVE COVENANTS

**3.1 Negative Covenants.** Grantor covenants and agrees with Lender, Grantor shall not, without the prior written consent of Lender (which consent shall not be unreasonably withheld, conditioned or delayed), or as otherwise provided for herein:

(a) Transfers and Liens. Sell, transfer, mortgage, assign, pledge, lease, grant a Security Interest in, or create, suffer or permit any encumbrance of, the Property; provided however, Grantor may, without the prior written consent of Lender, obtain a so-called "home equity loan" or "home equity line of credit" encumbering the Property (in any case, such encumbrance shall be referred to herein as "**Subordinated Debt**"), provided that any such Subordinated Debt shall be subordinated in right of payment, and in all other respects, to all of the liabilities of Grantor to Lender under the Loan Documents.

(b) Change in Ownership. Allow any change in ownership of Grantor.

(c) Nuisance, Waste, Removal. Cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to any portion of the Property, or demolish or remove any Improvements from the Property.

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## SECTION 4: SECURITY AGREEMENT

**4.1 Security Agreement.** This Mortgage shall constitute a security agreement to the extent any of the Property constitutes fixtures or other Personal Property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**4.2 Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the rents and Personal Property. In addition to recording this Mortgage, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest.

**4.3 Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are in Section 7.1(i) of this Mortgage.

**4.3 Fixture Filing.** This Mortgage is intended to be a financing statement within the purview of Section 9-502(b) of the Uniform Commercial Code and will be recorded as a "fixture filing" in accordance with the Code.

## SECTION 5: DUE ON SALE; FULL PERFORMANCE

**5.1 Due on Sale - Consent by Lender.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer of all or any part of the Property. A "sale or transfer" means the conveyance of Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of the Property interest.

**5.2 Full Performance.** If Grantor pays all the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall (i) execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the rents and the Personal Property, and (ii) record a document evidencing the release of this Mortgage at the office of the Recorder of Deeds in the County in which the Property is located.

## SECTION 6: EVENTS OF DEFAULT; REMEDIES

**6.1 Events of Default.** Each of the following (an "Event of Default") shall constitute an Event of Default under this Mortgage if not cured within five (5) days of written notice from the occurrence thereof:

(a) Default on Indebtedness. Failure of Grantor to make any payment when due hereunder or under the Note.



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(b) Other Defaults. Failure of Grantor to comply with or to perform when due any other term, obligation, covenant or condition contained in this Mortgage or the Note.

(c) Insolvency. Insolvency, appointment of a receiver for the Property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, other than an involuntary proceeding which is dismissed, stayed or indemnified against within forty-five (45) days of the commencement of such proceeding.

(d) Creditor Proceedings. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against the Property.

**6.2 Rights and Remedies.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law or equity:

(a) Accelerate Indebtedness. Lender shall have the right upon five (5) days' written notice to Grantor to declare the entire Indebtedness immediately due and payable.

(b) UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

(c) Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If Lender collects the rents, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Lender may exercise its rights under this subsection either in person, by agent, or through a receiver.

(d) Mortgagee in Possession or Receiver. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed without the requirement of the posting of any bond, 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. 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.

(e) Sale of Property and Judicial Foreclosure. Lender shall be permitted to: (i) immediately judicially foreclose this Mortgage; or (ii) if allowed under Illinois law at the

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time of such Event of Default, immediately sell any part of the Property either in whole or in separate parcels, as prescribed by Illinois law, under power of sale, which power is hereby granted to Lender to the full extent permitted by Illinois law, and thereupon, to make and execute to any purchaser(s) thereof deeds of conveyance pursuant to applicable law.

(f) Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Mortgage.

(g) Other Rights and Remedies. Lender shall have all other rights and remedies provided in this Mortgage and the Note or available at law or in equity.

**6.3 Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshaled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**6.4 Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**6.5 Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare an Event of Default and exercise its remedies under this Mortgage.

**6.6 Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Default Rate under the Note. Expenses covered by this Section include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance. Grantor also will pay any court costs, in addition to all other sums provided by law.

## SECTION 7: MISCELLANEOUS PROVISIONS.

### 7.1 Miscellaneous Provisions.

(a) Entire Agreement; Amendments. This Mortgage, together with the Note,

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constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of, 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) Applicable Law. This Mortgage and all acts, agreements, certificates, assignments, transfers and transactions hereunder, and all rights of the parties hereto, shall be governed as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws and decisions of the State of Illinois, without regard to conflicts of law principles.

(c) Consent to Jurisdiction. To induce Lender to accept this Mortgage, Grantor irrevocably agrees that, subject to Lender's sole and absolute election, **ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS MORTGAGE WILL BE LITIGATED IN COURTS HAVING SITUS IN COOK COUNTY, ILLINOIS. GRANTOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN COOK COUNTY, ILLINOIS.**

(d) Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

(e) Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

(f) Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any Person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other Persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

(g) Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest in the Property, 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 Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance, extension or any other modification without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

(h) Agency. Nothing in this Mortgage shall be construed to constitute the creation of a partnership or joint venture between Lender and Grantor. Lender is not an agent or representative of Grantor. This Mortgage does not create a contractual relationship with and shall not be construed to benefit or bind Lender in any way with or create any

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contractual duties by Lender to any other Person.

(i) Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by another, or whenever any party desires to give or serves upon another any communication with respect to this Mortgage, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered in person (by personal delivery, delivery service or reputable overnight courier service), or telecopied and confirmed immediately in writing by a copy mailed by First Class mail, postage prepaid, addressed as hereafter set forth, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Lender, at:

Ralph C. Stayer 2009 Trust  
373 North Pioneer Road  
Fond du Lac, Wisconsin 54935  
Attn: Michael Kuechler

If to Grantor, at:

Brooke Stayer Wagner  
2550 N. Lakeview  
Unit S1801  
Chicago, Illinois 60614

or at such other address as may be substituted by notice given as herein provided. The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Every notice, demand, request, consent, approval, declaration or other communication hereunder shall be deemed to have been duly given or served on the date on which (i) personally delivered (whether in person, by delivery service, or by reputable overnight courier service), (ii) the date of the telecopy transmission (provided the confirmation mailing was sent as provided herein), or (iii) on the date of receipt if sent by First Class mail. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to the Persons designed above to receive copies, if any, shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

(j) Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

(k) Intentionally omitted.

(l) Waivers and Consents. Lender shall not be deemed to have waived any

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rights under this Mortgage or the Note unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions.

(m) Lender's Discretion. Whenever this Mortgage requires either Lender's consent, election, approval or similar action or otherwise vests in Lender the authority to make decisions and/or determinations, such actions shall be made or withheld in Lender's sole and absolute discretion, unless specifically provided otherwise and the granting of any consent, election, approval or similar action by Lender in any instance shall not constitute continuing consent, election, approval or similar action in subsequent instances where such is required.

(n) Waiver of Certain Damages. **GRANTOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.**

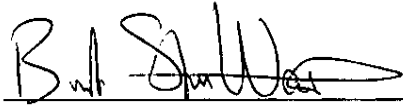
(o) Maximum Indebtedness. Notwithstanding anything contained in this Mortgage to the contrary, in no event shall the Indebtedness exceed 200% of the face amount of the Note; provided, however, in no event shall Lender be obligated to advance funds in excess of the face amount of the Note.

*[SIGNATURE PAGE FOLLOWS]*

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

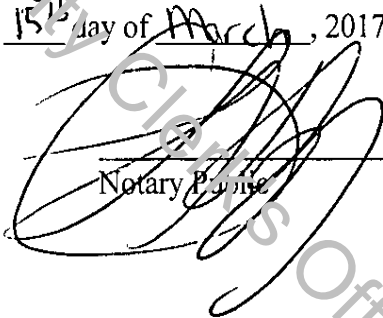
**GRANTOR:**

  
\_\_\_\_\_  
BROOKE STAYER WAGNER

STATE OF ILLINOIS )  
                                      ) SS.  
COUNTY OF COOK )

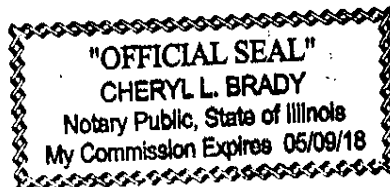
The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brooke Stayer Wagner, an individual, the party to the foregoing instrument, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15<sup>th</sup> day of March, 2017.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

5/9/2018



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## EXHIBIT A

### LEGAL DESCRIPTION

#### Parcel 1A:

##### Unit S18-01

In the Lincoln Park 2550, a Condominium, as delineated on a survey of the following described tract of land:

Certain Lots in Lincoln Park 2520 Subdivision, being a Subdivision in the Southwest 1/4 of Section 28, Township 43 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded October 24, 2011 as document number 1129722061, as re-recorded November 23, 2011 as document 1132729082;

Which survey is attached as Exhibit "A" to the Declaration of Condominium recorded December 29, 2011 as document number 1136318007; together with its undivided percentage interest in the common elements in Cook County Illinois.

#### Parcel 1B: Residential parcel easements

A non-exclusive easement for the units described in Parcel 1A above as created by declaration of covenants, conditions, restrictions and easements made by Lake Tower Development, LLC, a Delaware Limited Liability Company dated October 27, 2011 and recorded October 27, 2011 as document 1130029045 for the purpose of:

I) Maintenance, structural support, use of certain facilities, encroachments, and for common walls, ceilings and floors, signage, access to storage areas, loading dock and trash room, garage service elevator and stairwells, valet parking operations over those parts of the garage parcel as described therein.

II) Ingress and egress for maintenance, structural support, use of certain facilities, encroachments, and for common walls, ceilings and floors, over Those Parts of the Single Family Home Parcel Defined Therein.

#### Parcel 1C:

The exclusive right to the use of one terrace for the benefit of said Unit S18-01, a limited common element as delineated on the survey attached to the Declaration of Condominium ownership for Lincoln Park 2550, a Condominium, recorded December 29, 2011 as document no. 1136318007, as amended by amendment recorded June 20, 2012 as document 1217222014, and as amended from time to time.

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## Parcel 2A:

Units 286 and 287

In the Lincoln Park 2550, a Parking Condominium, as delineated on a survey of the following described tract of Land:

Certain Lots in Lincoln Park 2520 Subdivision, being a Subdivision in the Southwest 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded October 24, 2011 as document number 1129722061, as re-recorded November 23, 2011 as document 1132729082;

Which survey is attached as Exhibit "A" to the Declaration of Condominium recorded December 29, 2011 as document number 1136318008; together with its undivided percentage interest in the common elements in Cook County Illinois.

## Parcel 2B: Garage parcel easements

A non-exclusive easement for the units in Parcel 2A as created by declaration of covenants, conditions, restrictions and easements made by Lake Tower Development, LLC, a Delaware Limited Liability Company dated October 27, 2011 and recorded October 27, 2011 as document 1130029045 for the purpose of ingress and egress for maintenance including ventilation vents, structural support, use of certain facilities, encroachments, pedestrian emergency egress, and for common walls, floors and ceilings over those parts of the residential parcel and single family home parcel defined therein.

## Parcel 2C:

The exclusive right to the use of the Storage Area S286 and S287, for the benefit of said Units 286 and 287, limited common elements as delineated on the survey attached to the Declaration of Condominium Ownership for Lincoln Park 2550 Parking Condominium, recorded December 29, 2011 as document no. 1136318008, as amended by amendment recorded June 20, 2012 as document 1217222015 and as amended from time to time.

Commonly known as: 2550 North Lakeview, Unit S18-01 and Parking Units 286 and 287, Chicago, Illinois

Property Identification Numbers:   14-28-319-112-1125  
   14-28-319-115-1383  
   14-28-319-115-1384