

# UNOFFICIAL COPY

## CORRECTIVE RECORDING AFFIDAVIT

**Preparer:**

**Jon Michelle Richardson  
Attorney At Law  
332 South Michigan Avenue  
Suite 1032-J397  
Chicago, Illinois 60604  
708.623.3224 (telephone)**



Doc# 1716339104 Fee \$74.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/12/2017 01:50 PM PG: 1 OF 19

I, Jon Michelle Richardson, the affiant, do hereby swear or affirm that the attached document with the document number 1629144063, which was recorded on October 17, 2016, by the Cook County Recorder of Deeds, in the State of Illinois, contained the following error, which this affidavit seeks to correct:

The subject document is a Mortgage which was executed on September 14, 2016, and recorded on October 17, 2016 under the mistaken belief that on the date of the execution of the Mortgage, and the recording thereof, that fee simple title to the realty was vested in Lee Andrew Gayden.

In correcting the chain of title error, fee simple title to the realty was conveyed to Lee Andrew Gayden, and recorded on April 12, 2017 under document number 1711129080.

Insofar as legal title has now been vested in Lee Andrew Gayden, the herein Mortgage is being re-recorded to ratify its terms between the parties.

Furthermore, I, Jon Michelle Richardson, the affiant, do hereby swear or affirm, that this submission includes a certified copy of the original document, and this Corrective Recording Affidavit is being submitted to correct the aforementioned error. Finally, this correction was approved and/or agreed to by the original Mortgagor and Mortgagees, as evidenced by their notarized signatures below.

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Doris Bassett

Doris Bassett, Lender

Dated June 13, 2017

Helen Bassett

Helen Bassett, Lender

Dated June 13, 2017

Lee Andrew Hayden

Lee Andrew Hayden, Borrower

Dated June 13, 2017

Jon Michelle Richardson

Jon Michelle Richardson, Affiant

Dated June 13, 2017

STATE OF ILLINOIS )

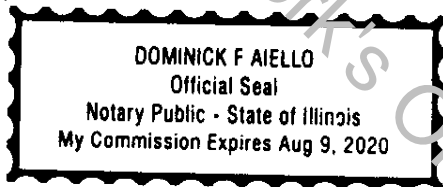
) ss.

COUNTY OF COOK )

Subscribed and Sworn To Before Me This <sup>12<sup>th</sup></sup> 13<sup>th</sup> Day of June, 2017

Dan F Aiello

Notary Public



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617/0033236

EB 819

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



1629144063

Doc# 1629144063 Fee \$68.00  
RHSP Fee:\$9.00RPRF Fee \$1.00  
Karen A.Yarbrough  
Cook County Recorder of Deeds  
Date: 10/17/2016 04:14 PM Pg: 1 of 16

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 16-11-309-006-0000

**Address:**

Street: 105 North Pulaski

Street line 2:

City: Chicago

State: IL

ZIP Code: 60624

Lender: Doris Bassett and Helen Bassett

Borrower: Lee Andrew Gayden

Loan / Mortgage Amount: \$199,651.27

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: ABC06C20-E84F-4CEE-946D-1684527F61AF

Execution date: 9/14/2016

CCRD REVIEW R

EXHIBIT

16

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617  
10003236  
EG 8/19

**RECORDATION REQUESTED BY:**  
Doris and Helen Bassett, Mortgagee

**WHEN RECORDED RETURN TO:**  
Doris and Helen Bassett  
115 South Austin Boulevard  
1<sup>st</sup> Floor  
Chicago, Illinois 60624

## COMMERCIAL MORTGAGE

This MORTGAGE dated this 14<sup>th</sup> day of September, 2016, is made and executed between Lee Andrew Gayden, a widower, and not since remarried, and not a party to a civil union, (herein referred to as Mortgagor“), whose address is 4725 West Polk Street, Chicago, Illinois, 60644, and between Doris Bassett and Helen Bassett, whose address is 115 South Austin Boulevard, 1<sup>st</sup> Floor, Chicago, Illinois, 60624 (“hereinafter referred to as Mortgagee”).

WHEREAS, Mortgagee has agreed to lend and Mortgagor has agreed to borrow on the date hereof, the principal sum of ONE HUNDRED NINETY NINE THOUSAND, SIX HUNDRED AND FIFTY ONE DOLLARS AND TWENTY SEVEN CENTS, (\$199,651.27), evidenced by a mortgage note, dated the date hereof (the “Balloon Payment Commercial Mortgage Note”); and the herein mortgage agreement, dated the date hereof, (the “Commercial Mortgage”); and the Assignment of Rents, dated the date hereof, (Assignment of Rents).

WHEREAS, Mortgagor is executing and delivering this Mortgage to secure the Note.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in order to secure the Mortgagor’s obligations under the Mortgage Note and the herein Mortgage, including payment of principal and interest, attorney fees, costs and disbursements, the full and prompt payment and performance of all the indebtedness, obligations, covenants, agreements and liabilities of Mortgagor to the Mortgagee, together with all interest and other charges thereon, whether direct or indirect, existing, contingent or otherwise, due or to become due, under or arising

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out of or in connection with the Mortgage and any future advances, modifications, renewals, extensions and restatements of the Mortgage Note and the herein Mortgage, and any other instruments or documents delivered in connection herewith or therewith and all unpaid advances made by the Mortgagee in accordance with the terms conditions and provisions hereof, made with respect to the premises, for the payments of taxes, assessments, insurance premiums or costs incurred for the protection of the premises and in consideration of the premises hereby mortgaged, and for the sum of Ten And No One Hundred Dollars, (\$1.00), and other good and valuable consideration in hand well and truly paid by the Mortgagee, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor has mortgaged, the following described property (collectively, the "Property):

105 NORTH PULASKI ROAD, CHICAGO, ILLINOIS, 60624, said legal description attached hereto and made a part hereof;

AND

4216 WEST JACKSON BOULEVARD, CHICAGO, ILLINOIS, 60624, said legal description attached hereto and made a part hereof;

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rents, rights, appurtenances, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property all of which, including replacements and addition as thereto, shall be deemed to be and remain apart of the property covered by this Mortgage.

Mortgagor covenants that Mortgagor is lawfully seized of the estate and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to many declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the property.

AND THE MORTGAGOR, COVENANTS, REPRESENTS AND WARRANTS TO AND WITH THE MORTGAGEE AS FOLLOWS:

1. **Payment of Principal and Interest.** Mortgagor shall pay and perform or cause to be paid and perform the obligations when due in accordance with the provisions of the Note, the Loan Agreement and any and all other documents executed and delivered in connection therewith (collectively, the "Loan Documents"); and if any default (hereinafter defined) shall be made in the performance of any of the obligations, the Mortgagee shall have the remedies

2.

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granted to the Mortgagee under the Loan Documents and other applicable law. At any time an installment of the Mortgage Note has not been received by the Mortgagee within five (5) days of the payment date as specified herein, a late payment charge in the amount of 5% of said monthly payment shall be charged for each late payment. Borrower shall have five (5) days of grace with respect to the monthly interest payment.

Failure to make monthly installment payments prior to the due date of the next such installment shall constitute a default of the Mortgage Note. If Mortgagor defaults under said Mortgage Note, the Note shall become immediately due and payable at the election of the Holder, without notice, and the lien given to secure its payment may be foreclosed. On default in the payment of said Mortgage Note or in the performance of any obligation in any instrument securing or collateral to it, the unpaid principal balance and earned interest on the Mortgage Note shall become immediately due at the election of the Payee. Maker and each surety, endorser, and guarantor waive all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest. No extension of time for payment of the Mortgage Note or any instrument hereof, no alternation, amendment or waiver of any provision of the Mortgage Note and no release or substitution of any collateral securing Borrower's obligations hereunder shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Borrowers and or Guarantors under the Mortgage Note.

Said Mortgage Note is made and accepted with the express understanding that if at any time, Mortgagor hereof should sell the property given as security for said Mortgage Note, that said Mortgage Note may not be assumed, assigned, or wrapped around, but must be paid in full.

2. **Interest on the Debt.** Interest on the debt evidenced by the Mortgage Note shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt, or if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be cancelled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
3. **Payments of Impositions.** The Mortgagor shall pay, on or before the due date, all real estate taxes, assessments, water and sewer rates and charges, of every

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kind and nature whatsoever, general and special, ordinary and extraordinary, foreseen and unforeseen, which shall be assessed, levied, confirmed, imposed or become a lien upon or against the property or any part thereof, or which shall become payable with respect thereto.

4. **Hazard Insurance.** The Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured in the amount of no less than \$283,831.00, against loss by fire, hazards included within the term "extended coverage", and such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require; provided, that Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Mortgagor, subject to approval by Mortgagee, provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Mortgagor directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in form acceptable to Mortgagee. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may initiate proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not hereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. If the property is abandoned by Mortgagor, or if Mortgagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in the Mortgage Note and the Mortgage herein, or change the amount of such installments. If under paragraph 4 hereof, the Property is acquired by Mortgagee, all right, title and interest of Mortgagor in and to any such insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition

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shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately and prior to such sale or acquisition.

4. **Proof of Payment.** As evidence of the discharge of Mortgagor's responsibility to pay all taxes and assessments and to keep said premises insured, Mortgagor shall deliver to any holder of the indebtedness, the official receipts for said taxes and assessments before the same shall become delinquent, and shall deliver to any holder of the said indebtedness, receipts showing said insurance premiums as having been paid in advance for each succeeding year for any, and all parcel of secured property named herein.

6. **Liens.** The Mortgagor shall not, directly or indirectly, create or suffer or permit to be created, or to stand, against the property or any portion thereof, or against the rents, issues and profits therefrom, any lien, charge, mortgage, deed of trust, adverse claim or other encumbrance (herein collectively referred to as "lien"), whether senior or junior lien to this Mortgage. The Mortgagor will keep and maintain the property free from all liens arising in connection with the supply of labor or materials relating to the construction, alteration, modification or repair of the buildings or the property. The Mortgagor agrees to discharge the same of record by payment or bond within thirty (30) days after the filing thereof. Notwithstanding anything to the contrary contained herein, in no event shall the Mortgagor do or permit to be done, or omit to do or permit the omission of, any act or thing, where such act or omission would impair the security of the Mortgage.

7. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Mortgagee required mortgage insurance as a condition of making the loan secured by this mortgage, Mortgagee shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortgagor's and Mortgagee's written agreement or applicable law. Mortgagor shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 4 and 5 hereof.

Any amounts disbursed by Mortgagee pursuant to this paragraph, with interest hereof, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payments such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to



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applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Mortgagee to incur any expense or take any action hereunder.

**8. Preservation and Maintenance of Property.** Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

**9. Environmental Matters.** Without Mortgagee's prior written consent which may be granted or withheld in Mortgagee's sole discretion, Mortgagor shall make or permit no use of the property that would involve the generation, storage, treatment, discharge, handling, refining, release or disposal of any hazardous substances as further defined.

(i) Mortgagor shall notify Mortgagee immediately in writing upon learning of any spill, discharge or release of any hazardous substances on or near the property that may involve a cleanup cost of \$1,000.00 or more;

(ii) Any circumstances that may result in a violation of this herein paragraph number 9;

(iii) Any circumstances or transactions that would require compliance with Illinois environmental laws in connection with the property; or

(iv) Any governmental injury or inspection is undertaken or an enforcement notice issued with respect to hazardous substances on, or used, stored or discharged by any occupant of, the property.

If any investigation, environmental report or governmental investigation or order indicates that there may exist any damage or risk to the property, or any liability of Mortgagor relating to any hazardous substances or other environmental conditions with respect to the property, then unless the holder of the prior mortgage, if any, has made a similar demand which Mortgagor has complied with, and has supplied Mortgagee with evidence of said compliance, Mortgagee may require Mortgagor to furnish immediately an indemnity bond in an amount determined by Mortgagee, in its discretion, to be sufficient to pay all actual and estimated clean up costs so as to protect against any costs that may arise with respect to such potential clean up costs. Mortgagee's demand that Mortgagor post any bond or other security shall not be a waiver of any default or of any other right or remedy available to Mortgagee.

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**Hazardous substances** means any and all pollutants and dangerous substances including radon, and any and all hazardous wastes and hazardous substances as defined in the Federal Resource Conservation and Recovery Act, and the Federal Comprehensive Environmental Responsibility Compensation and Liability Act, or any other state or federal environmental law or regulations.

10. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefore related to Mortgagee's interest in 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 the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Mortgagee. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. In the event of a partial taking of the property, unless Mortgagor and Mortgagee otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by the Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application or proceeds to principal shall not extend or postpone the due date of the monthly installments referred to herein of this Mortgage and Mortgage Note, or change the amount of such installments.

12. **Assignment.** This Mortgage is assignable by the Mortgagee without notice to the Mortgagor, and any assignment of the same by the Mortgagee shall operate to vest in such assignee the same right, title and interest as was vested in the Mortgagee and all rights and powers herein conferred.

13. **Due On Sale.** To the extent permitted by law, the property shall not be sold, transferred, or conveyed, in whole or in part, whether voluntarily or involuntarily, by operation of law or otherwise, without in each instance, the prior written consent of the Mortgagee. No mortgage, deed of trust, lien or other encumbrance shall be made or filed against or with respect to the property, without the prior written consent of Mortgagee. If the Mortgagor

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enters into an installment sales contract or sells, conveys, alienates, assigns, mortgages or transfers the property or any part thereof or interest therein in any manner, whether voluntarily or involuntarily, by operation of law or otherwise, without in each instance, the prior written consent of the Mortgagee, then Mortgagee shall have the right, at its option, at any time thereafter to declare the obligation due under the Mortgage Note, immediately due and payable. No waiver of this right or delay in the exercise thereof shall operate as a waiver thereof unless the Mortgagee shall have executed and delivered to the Mortgagor a written waiver of such right. Further, any sale, assignment, transfer, pledge, or other disposition, whether voluntary or involuntary, by operation of law or otherwise, of any partnership interest or shares of stock in the mortgagor, shall be deemed to be a transfer of the property for the purpose of this paragraph.

**14. Default.** The obligations contained in the Mortgage Note shall become immediately due and payable at the option of the Mortgagee, after the occurrence of one or more of the following events (each of which constitute a "Default");

- (a) a default in the payment of any installment or principal or interest when due under the Note; or
- (b) a default in the payment of any other sum when due hereunder or under the Note or any other loan document; or
- (c) default in the payment of any of the impositions, any assessments, or any other amount due under this Mortgage; or
- (d) default in keeping in force the insurance which the Mortgagor is required to maintain under paragraph number 4 hereof or in delivering or assigning the insurance policies or renewals or certificates thereof, or in failing to reimburse the Mortgagee for premium paid by it on such instance; or
- (e) upon the actual or threatened waste, removal or alteration of the subject premises; or
- (f) if the Mortgagor or any Guarantor becomes insolvent; or
- (g) if the Mortgagor or any Guarantor makes an assignment for the benefit of creditors as it relates to the subject premises; or
- (h) if there shall be filed with the consent or authorization of the Mortgagor or any Guarantor, a petition in bankruptcy for liquidation or for reorganization, or a custodian, receiver or agent is appointed or authorized to take charge of its properties, or the Mortgagor or any Guarantor authorizes such action; or
- (i) if there shall be filed against the Mortgagor or any Guarantor, a petition in bankruptcy for liquidation or for reorganization, or a custodian, receiver or agent is appointed or

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authorized to take charge of its properties, or the Mortgagor or any Guarantor, as the case may be, has not consented to or authorized such action and such action is not dismissed within sixty (60) days, or

(j) the exercise of the right of condemnation or eminent domain in respect of all or part of the property; or

(k) upon the filing of a lien by the federal, state, or municipal government, so as to affect all or any part of the property and such lien not being discharged (by bond or otherwise) within ten (10) days of the filing thereof; or

(l) upon the merger, consolidation, liquidation, or dissolution or sale or transfer of all substantially all of the assets of the Mortgagor or any Guarantor or the filing of any notice or intention to do so; or

(m) except as expressly permitted in this Mortgage, upon the Mortgagor entering into an installment sales contract or selling, conveying, transferring, mortgaging, or otherwise alienating or encumbering the property or any portion thereof or any interest therein in any manner, whether voluntary or involuntary or by operation of law or otherwise, without the prior written consent of the Mortgagee, or upon the title or equity of redemption in the property being acquired, in whole or in part, by voluntary or involuntary transfer, or grant of an assignment by any person, firm, corporation or entity, other than the Mortgagor or the Mortgagee; or

(n) if any representation or warranty of the mortgagor set forth in this Mortgage or in any other loan document or in any other writing given to the Mortgagee in connection with the obligations under said Mortgage and Mortgage Note, shall have been incorrect in any material respect as of the time when the same shall have been made; or

(o) default in the performance of the Mortgagor's obligations as outlined herein and in the Mortgage Note referenced; or

(p) adjoining the premises if such closing or alternation materially affects access to the premises or any part thereof; or

(r) upon the occurrence of an event of default under this herein loan agreement; or

(s) upon the failure of Mortgagor or any Guarantor to comply with, satisfy or perform or observe any other term, covenant, condition or agreement of such party contained in the Mortgage Note or any other loan document, within the applicable cure period, if any, provided thereof in such document; or

(t) upon the failure of Mortgagor to comply with, satisfy, perform or observe any other term, covenant, condition or agreement of Mortgagor within ten (10) days after the notice from Mortgagee's agent.

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**15. Acceleration; Notice and Remedies.** Except as provided in the terms of this Mortgage herein, upon Mortgagor's breach of any covenant or agreement of Mortgage in this Mortgage, including the covenants to pay which due any sums secured by this Mortgage, Mortgagee prior to acceleration shall mail notice to Mortgagor as provided in paragraph 23 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Mortgagor to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Mortgagee at Mortgagee's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Mortgagee shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided, including, but not limited to, reasonable attorney's fees.

**16. Mortgagor's Right to Reinstate.** Notwithstanding Mortgagee's acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage or (iii) 30 days from the certified date upon which Mortgagee entered upon and took possession of the property if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage, the Mortgage Note and notes securing future Advances, if any, had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreement of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee enforcing the covenants and agreements of Mortgagor contained in this Mortgage, and in enforcing Mortgagee's remedies as provided, including, but not limited to, reasonable attorney's fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**17. Appointment of Receiver.** Upon acceleration hereof or abandonment of the property, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the property and to collect the rents of the property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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18. **Future Advances.** Upon request of Mortgagor, Mortgagee, at Mortgagee's option prior to release of this Mortgage, may make future advances to Mortgagor, such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

19. **Forbearance by Lender Not a Waiver.** Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

20. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

21. **Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor. All covenants and agreements of Mortgagor shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

22. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the property is located.

In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

23. **Notice.** 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 mailing such notice by certified mail addressed to Mortgagor at the property Address 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 certified mail, return receipt requested, to Lender's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

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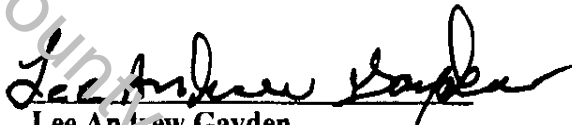
24. **Borrower Not Released.** Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

25. **Release.** Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

26. **Purpose of Loan.** Note hereby secured, represents funds being advanced to Mortgagor for business purposes used for the payment of all unpaid principal and interest due under mortgage recorded December 26, 2006, past due property taxes, penalties and interest due and owing, attorney fees, and court costs.

27. **Mortgagor's Copy.** Mortgagor shall be furnished a copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

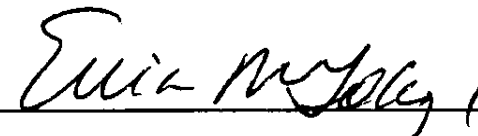
IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the 14th day of September, 2016.

  
Lee Andrew Gayden

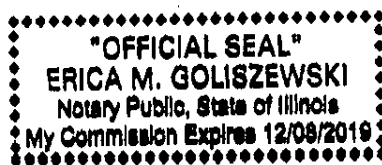
STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF COOK     )

On this 14th day of September, 2016, before me personally appeared Lee Andrew Gayden, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

My Commission Expires 12-08-2019

  
\_\_\_\_\_

Notary Public



# UNOFFICIAL COPY

## LEGAL DESCRIPTION FOR 105 NORTH PULASKI, CHICAGO, ILLINOIS, 60624:

Lots 43 to 47 both inclusive, and that part of Lots 48, 49, and 50, lying north of a line described as follows: Beginning at the southeast corner of said Lot 50 and running thence northwesterly along a straight line which forms an angle (measured in the north west quadrant) of 86 degrees 2 minutes 40 seconds with the east line of said Lots 46 to 50, a distance of 10.47 feet thence continuing northwesterly along the arc of a circle having a radius of 198.70 feet convex southwesterly and tangent to the above described arc of 198.70 feet radius, a distance of 15.56 feet, then northwesterly and northerly along the arc of a circle having a radius of 12 feet, convex westerly and tangent to the above described arc of 100 feet radius, a distance of 9.85 feet to its point of tangency with the west line of said Lots 46 to 50 at a point thereon which is 66.43 feet south of the northwest corner of said Lot 46, all in Houston's Subdivision of that part lying South of Lake Street of the west 10 acres of the south west ¼ of Section 11, Township 39 North, Range 13 East of the third principal meridian, excepting therefrom that part of Lots 49 and 50 taken for widening of Washington Boulevard as per case number 70 L 14802, in Cook County, Illinois

Permanent Index Number: 16-11-309-006-0000, 16-11-309-007-0000



# UNOFFICIAL COPY

**LEGAL DESCRIPTION FOR 4216 WEST JACKSON BOULEVARD,  
CHICAGO, ILLINOIS, 60624:**

**Lot 18 in Block 4 in D.S. Place's Subdivision of the east ½ of the east ½  
of the northwest ¼ of the northeast ¼ of Section 15, Township 33 north,  
Range 13 east of the third principal meridian, in Cook County, Illinois**

**Permanent Index Number: 16-15-213-028-0000**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

THIS DOCUMENT WAS PREPARED BY JON MICHELLE RICHARDSON,  
ATTORNEY AT LAW, 332 SOUTH MICHIGAN AVENUE, SUITE 1032-J397,  
CHICAGO, ILLINOIS, 60604, TELEPHONE NUMBER 708.623.3224

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**COOK COUNTY  
RECORDER OF DEEDS**


Property of Cook County Clerk's Office

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

I CERTIFY THAT THIS  
IS A TRUE AND CORRECT COPY  
OF DOCUMENT # 1629144063

JUN-9 17

  
RECORDER OF DEEDS COOK COUNTY