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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1729849200

Doc# 1729849200 Fee \$50.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/25/2017 02:25 PM PG: 1 OF 7

Doc# Fee \$6.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/25/2017 02:25 PM PG: 0

The property identified as: **PIN: 13-09-124-017-0000**

Address:

Street: 5430 N. Lynch Ave

Street line 2:

City: Chicago

State: IL

ZIP Code: 60630

Lender: Greens400, LLC

Borrower: DMC Irrevocable Trust

Loan / Mortgage Amount: \$375,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 659F978F-1CB3-4276-BECF-A6DBC31C4D3

Execution date: 10/27/2017

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This instrument was prepared by:
 John Klytta
 1645 Birchwood Ave., South Building
 Des Plaines, IL 60018

MORTGAGE

THIS MORTGAGE is made on the 2nd day of October, 2017, by and between DMC Irrevocable Trust ("Mortgagor"), and CPFENS400, LLC, an Illinois Limited Liability Company ("Mortgagee").

RECITALS:

WHEREAS, Borrower is justly indebted to Mortgagee in the sum of \$375,000.00 (plus interest and costs), which is evidenced by that certain Note dated of even date herewith (the "Note"), by Borrower, in favor of Mortgagee executed in furtherance of a certain Loan Agreement, dated of even date herewith ("Loan Agreement"), by and between Borrower and Mortgagee, which provides that the full debt is due and payable on or before April 2, 2018. This Mortgage secures to Mortgagee: (i) the repayment of the debt evidenced by the Note and the Loan Agreement, with interest as provided therein; (b) the payment of all other sums, with interest, advanced under this Mortgage to protect the security of this Mortgage; and (c) the performance of Mortgagor's and Borrower's covenants and agreements under this Mortgage, the Note and the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and the sum set forth above, and to secure the payment and performance of the Secured Indebtedness (as hereinafter defined), Mortgagor by these presents does grant, bargain, sell, mortgage, hypothecate and convey unto Mortgagee the property located at 1901 Dodge, Evanston, Il.; 4916 W. Bernice, Chicago, Il.; 1620 E. 86th, Chicago, Il. and 5430 W Lynch, Chicago, Il. more particularly described in Exhibit A, attached hereto and made a part hereof, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

TO HAVE AND TO HOLD the Property hereby granted to the use, benefit and behalf of the Mortgagee, forever. Conditioned, however, that if Mortgagor shall promptly pay or cause to be paid to Mortgagee, at its address listed in the Loan Agreement, or at such other place, which may hereafter be designated by Mortgagee, its successors or assigns, with interest while in good standing, the principal sum outstanding hereunder together with all applicable interest and costs and other Borrower's Liabilities contained in the Loan Agreement, then these presents shall cease and be void, otherwise these presents shall remain in full force and effect.

COVENANTS OF MORTGAGOR:

Mortgagor covenants and agrees with Mortgagee as follows:

1. **Secured Indebtedness.** This Mortgage is given as security for the Note(s) and also as security for any and all other sums, indebtedness, obligations and liabilities of any and every kind arising, under the Note(s), the Loan Agreement or this Mortgage, as amended or modified or supplemented from time to time, and any and all renewals, modifications or extensions of any or all of the foregoing (all of which are collectively referred to herein as the Secured Indebtedness), the entire Secured Indebtedness being equally secured with and having the same priority as any amounts owed at the date hereof. The Secured Indebtedness shall also specifically include any and all obligations of Borrower, Borrower's subsidiaries and/or Mortgagor in favor of Mortgagee (whether such obligations

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are now existing or hereinafter created) and all costs of collection (including attorney fees) relating to such obligations.

2. **Performance of Note, Mortgage, Etc.** Mortgagor shall (or shall cause Borrower to) perform, observe and comply with all provisions hereof and of the Note(s) and the Loan Agreement and shall promptly pay, in lawful money of the United States of America, to Mortgagee the Secured Indebtedness with interest thereon.

3. **Extent of Payment Other Than Principal and Interest.** Mortgagor shall pay, when due and payable, (1) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Property, this instrument or the Secured Indebtedness or any interest of the Mortgagee in the Property or the obligations secured hereby; (2) premiums on policies of fire and other hazard insurance covering the Property, as required herein; (3) ground rents or other lease rentals; and (4) other sums related to the Property or the indebtedness secured hereby, if any, payable by Mortgagor.

4. **Care of Property.** Mortgagor shall maintain the Property in good condition and repair and shall not commit or suffer any material waste to the Property. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "special perils" and any other hazards for which Mortgagee requires insurance for their full replacement cost. All insurance policies and renewals shall include a standard mortgage clause, naming Mortgagee as the loss payee as to casualty coverage and an additional insured as to liability coverage. In the event of loss, Mortgagor shall give prompt notice to the insurer and Mortgagee. Mortgagor acknowledges the insurance requirements set forth in the Loan Agreement (the terms of which are incorporated herein).

5. **Liens.** Mortgagor shall keep the Property free from all subordinate liens of any sort (except for those consented to by Mortgagee in its sole and absolute discretion).

6. **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 materially affect Mortgagee's rights in the Property (such as a proceeding in bankruptcy, to condemnation or to enforce laws or regulations), then Mortgagee may 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 paragraph, Mortgagee does not have to do so.

7. **Notices, Demand and Request.** Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request delivered in accordance with the provisions of the Loan Agreement relating to notice.

8. **Severability.** If any provision of this Mortgage shall, for any reason and to any extent, be invalid or unenforceable, the remainder of the instrument in which such provision is contained, shall be enforced to the maximum extent permitted by law.

9. **Governing Law.** The terms and provisions of this Mortgage are to be governed by the law of the State of Illinois. No payment of interest or in the nature of interest for any debt secured in part by this Mortgage shall exceed the maximum amount permitted by law.

10. **Descriptive Headings.** The descriptive headings used herein are for convenience of reference only, and they are not intended to have any effect whatsoever in determining the rights or obligations of the Mortgagor or Mortgagee and they shall not be used in the interpretation or construction hereof.

11. **Attorney's Fees.** As used in this Mortgage, attorneys' fees shall include, but not be limited to, fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, proceedings and appeals.

12. **Mortgagee in Possession.** Upon a default pursuant to the terms of any agreement by Borrower in favor of Lender or by Mortgagee in favor of Lender, Mortgagee shall be entitled to the appointment of a receiver (or to appoint itself as a mortgagee in possession) and shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property and perform any and all other acts in connection with the Property.

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Any rents collected by Mortgagee or 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 attorneys' fees, and then to the sums secured by this Mortgage.

13. **Liability Insurance.** Mortgagor shall maintain to maintain Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 which insurance shall name Mortgagee as an additional insured and casualty coverage in the full replacement cost of the Property (with Mortgagee named as the loss payee). Said policy shall be endorsed to provide that the same may not be cancelled or altered without giving Mortgagee 30 days prior written notice.

The insurance carrier(s) providing insurance shall be chosen by Mortgagor subject to approval by Mortgagee, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in form reasonably acceptable to Mortgagee. Mortgagor shall promptly furnish to Mortgagee all renewal notices and all receipts of paid premiums on such insurance policies. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made previously by Mortgagor. If under the terms of this Mortgage the Property are acquired by Mortgagee, all rights, claims and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition by Mortgagee shall pass to Mortgagee to the extent of the Mortgage Debt, immediately prior to such sale or acquisition.

14. **Inspection.** Mortgagee may, subject to the right of peaceable possession by the tenant under an Lease, make or cause to be made reasonable entries upon and inspections of the Property during normal business hours, provided that Mortgagee shall (except in the case of an emergency) give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

15. **Successors And Assigns Bound; Captions.** The covenants and agreements contained in this Mortgage shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor.

16. **Default/Acceleration; Remedies.** Upon the occurrence of any default (not cured within any applicable cure period) under the Note, this Mortgage, the Loan Agreement or documents reference in the Loan Agreement (the foregoing being collectively called the "Loan Documents"), then, in each and every such case, Mortgagee, at its option, in addition to and not in lieu of or in substitution for all other rights and remedies provided by law, shall have the right to do any of the following:

(a) Declare the entire unpaid amount of the Secured Indebtedness immediately due and payable, and if the same is not paid on demand at Mortgagee's option, to (i) bring suit therefor, or (ii) demand payment of and if the same is not paid on demand, to bring suit for any delinquent payments; or (iii) take any and all steps and institute any and all other proceedings that Mortgagee deems necessary to enforce the indebtedness and obligations secured hereunder and to protect the lien of this Mortgage.

(b) Immediately commence foreclosure proceedings against the Property by judicial proceeding according to applicable law and to sell the Property or to cause the same to be sold in accordance with such statutes in a single parcel or in several parcels at the option of Mortgagee.

(c) Cause to be brought down an updated abstract or abstracts and tax histories of the Property, procure title insurance, title reports, or, if necessary, procure new abstracts and tax histories.

(d) Demand and thereupon receive peaceful possession of the Property and/or receive the rent, incoming profits therefrom, apply the same for the payment of taxes and assessments, upkeep of the Property and the fulfillment of the covenants of Mortgagor; have a receiver appointed (or mortgagee in possession) to manage and preserve the Property with power and authority, pending foreclosure of this Mortgage, to collect and receive such rent, income and profit, and apply the same in the manner hereinabove set forth.

No delay on the part of Mortgagee in the exercise of any right or remedy available to it shall operate as a waiver thereof. Mortgagee's remedies are cumulative and no single or partial exercise of any right or remedy available to Mortgagee shall preclude other or further exercise thereof or the exercise of any other right or remedy.

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17. **Waiver of Statutory Rights.** Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, redemption, extension, or exemption (including, to the extent permitted by law, all homestead exemptions) laws or any so-called "Moratorium Law", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the Property and estates comprising the Property marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Furthermore,, in the event of a judicial proceeding to foreclose this Mortgage, Mortgagor does hereby expressly waive any and all rights of redemption from any judgment of foreclosure of this Mortgage on its own behalf, and on behalf of its successors and assigns and each and every person acquiring any interest in or title to the Property subordinate or subsequent hereto, and on behalf of all other persons to the extent permitted by the applicable provisions of the statutes and laws of the State of Illinois.

18. **Financing Statements.** This Mortgage shall constitute a fixture filing under the Illinois Uniform Commercial Code.

19. **Filing and Recording Fees.** Mortgagor will pay all filing, registration or recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes, and other taxes, duties, imposts, assessments and charges.

20. **Business Loans.** Mortgagor certifies and agrees that the proceeds of the loans secured by this Mortgage will be held for the purposes specified in 815 ILCS 205/4(1)(c), and that the principal obligation secured hereby constitutes a "business loan" within the definition and purview of that Section.

21. **Compliance with Illinois Mortgage Foreclosure Law.** In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101, et seq.) (the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the debt or to the indebtedness secured by the judgment of foreclosure.

22. **MORTGAGOR AND MORTGAGEE ACKNOWLEDGE THAT THE RIGHT TO A TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THE RIGHT MAY BE WAIVED. MORTGAGOR AND MORTGAGEE KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND WITHOUT COERCION, WAIVE ALL RIGHTS TO TRIAL BY JURY OF ALL DISPUTES BETWEEN MORTGAGOR AND MORTGAGEE. NEITHER MORTGAGEE NOR MORTGAGOR SHALL BE DEEMED TO HAVE GIVEN UP THIS WAIVER OF JURY TRIAL UNLESS THE PARTY CLAIMING THAT THIS WAIVER HAS BEEN RELINQUISHED HAS A WRITTEN INSTRUMENT SIGNED BY THE OTHER PARTY STATING THAT THIS WAIVER HAS BEEN GIVEN UP.**

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IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be duly executed as of the day and year first above written.

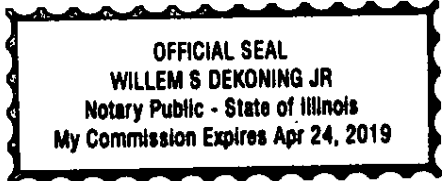
By: [Signature]
Trustee, DMC Irrevocable Trust

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a notary public does hereby certify that Dalia Manjarres Cohen, personally known to me to be Trustee of DMC Irrevocable Trust appeared before me this day in person and for and on behalf of _____ acknowledged that he signed and delivered the said instrument as his free and voluntary act, and the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 9th day of October, 2017.

[Signature]
Notary Public



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

1620 E. 86TH ST., CHICAGO, IL.
PIN 20-36-318-025-0000

LOT 28 IN BLOCK IN CEPAK'S SUBDIVISION OF THE NORT $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

5430 W. LYNCH, CHICAGO, IL.
PIN 13-09-124-017-0000

THE NORTH $12\frac{1}{2}$ FEET OF LOT 21 AND ALL OF LOT 22 IN BLOCK 10 IN STEWART D. ANDERSON'S ADDITION TO JEFFERSON PARK, BEING A SUBDIVISION OF LOTS 6,7,8,9,10 IN THE CIRCUIT COURT PARTITION OF THAT PART OF THE NORTHWEST HALF OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BETWEEN MILWAUKEE AVENUE AND ELSTON AVENUE AND LOT 2 IN A SUBDIVISION OF THE SOUTHEAST QUARTER IN COOK COUNTY, ILLINOIS.

4916 W. BERNICE, CHICAGO, IL.
PIN 13-21-210-030-0000

LOTS 545 AND THE WEST FIVE (5) FEET OF LOT 546 IN GRAYLAND PARK ADDITION, A SUBDIVISION OF THE NORTH HALF ($\frac{1}{2}$) OF THE NORTHEAST QUARTER ($\frac{1}{4}$) OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1901 DODGE, EVANSTON, IL.
PIN 10-13-207-020-0000

LOT 17 IN BLOCK 4 IN MCNEILL'S ADDITION TO EVANSTON IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.