

Illinois Anti-Predatory
Lending Database
Program

Doc#: 1735447016 Fee: \$86.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/20/2017 10:12 AM Pg: 1 of 20

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as. **PIN:** 25-27-110-027-0000

Address:

Street: 122 E. 120th Pl.

Street line 2:

City: Chicago

State: IL

ZIP Code: 60628

Lender: Ability Insurance Company

Borrower: Jebb Food Services

Loan / Mortgage Amount: \$130,000.00

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

Certificate number: 6AFAA1D8-CB71-4E37-99E8-C9E9539E63AB

Execution date: 12/5/2017

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WHEN RECORDED MAIL TO:

Ability Insurance Company (Ability F)49 West 23rd Street, 8th Floor

New York, NY 10010

RECORDER'S USE ONLY ABOVE

THIS MORTGAGE PREPARED BY:

Private Lending Group Inc.

18W140 Butterfield Rd #1500

OakBrook Terrace IL 60181

THIS MORTGAGE DATED December 5, 2017 is made and executed between Jebb Food Services whose address is 920 Curtiss #666 Downers Grove, IL 60515 (heretofore referred to as "**Grantor**") and **Ability Insurance Company**, a Nebraska Corporation whose address is 49 West 23rd Street, 8th Floor New York, NY 10010 (heretofore referred to as "**Lender**").

1. **Grant of Mortgage.** For valuable consideration, **Grantor** mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, rights of way, and appurtenances, all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters located in the county of Cook, state of Illinois (heretofore referred to as the "**Real Property**") known as: **122 E 120th Pl, Chicago, IL 60628**.

PIN: 25-27-110-027-0000**SEE ADDENDUM for LEGAL DESCRIPTION**

2. Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY.

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3. **Future Advances.** In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower, together with all interest thereon.
4. **Grantor's Waivers.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action.
5. **Grantor's Representations and Warranties.** Grantor warrants that:
 - a. this Mortgage is executed at Borrower's request and not at the request of Lender; and
 - b. Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Real Property; and
 - c. the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; and
 - d. Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and
 - e. Lender has made no representation to Grantor about Borrower, including without limitation the creditworthiness of Borrower.
6. **Payment and Performance.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.
7. **Possession and Maintenance of the Real Property.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:
 - a. **Possession and Use.** Until the occurrence of an Event of Default, Grantor may:
 - i. remain in possession and control of the Real Property;
 - ii. use, operate or manage the Real Property; and
 - iii. collect the Rents from the Real Property.
 - b. **Duty to Maintain.** Grantor shall maintain the Real Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.
 - c. **Compliance with Environmental Laws.** Grantor represents and warrants to Lender that:
 - i. During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property.
 - ii. Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing:

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1. any breach or violation of any Environmental Laws,
 2. any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or
 3. any actual or threatened litigation or claims of any kind by any person relating to such matters; and
- iii. Except as previously disclosed to and acknowledged by Lender in writing:
1. neither Grantor nor any tenant, contractor, agent or other authorized user of the Real Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and
 2. any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws.
- iv. Grantor authorizes Lender and its agents to enter upon the Real Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Real Property with this Section 7 (c) of the Mortgage.
- v. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances.
- vi. Grantor hereby:
1. releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and
 2. agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer from resulting from a breach of this Section 7 (c) of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether the same was or should have been known to Grantor.
- vii. The provisions of this Section 7 (c) of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Real Property, whether by foreclosure or otherwise.
- d. **Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Real Property or any portion of the Real Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.
- e. **Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of

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any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

- f. **Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at any reasonable time, pursuant to written notice to Grantor of one week, to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.
- g. **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. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to provide cash or post adequate security or a surety bond, reasonably satisfactory to Lender, including all applicable fines, costs, attorneys' fees, punitive damages or other charges or exemplary damages that may attach by virtue of such proceeding.
- h. **Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.
8. **Construction Loans.** If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any Improvements on the Property, the Improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Mortgage shall have priority over all possible liens, to the full extent as allowed by law. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.
9. **Mortgage Due on Sale.** Lender may, at Lender's option, declare immediately due and payable without further notice all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" for purposes of this Mortgage shall mean the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether involuntary or voluntary; whether by outright sale, deed, installment sale contract, land contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of any interest in the Real Property. **Transfer shall also include any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interest or limited liability company interests of Grantor,**

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howsoever Grantor is at the time of transfer organized. This option shall not be exercised by Lender if such exercise is prohibited by federal law or by the laws of the state of Illinois.

10. **Taxes and Liens.** The following provisions relating to the taxes and liens on the Real Property are part of this Mortgage:

- a. **Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Real Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Real Property. Grantor shall maintain the Real Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for any Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in Section 10 (b), below.
- b. **Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash, corporate security bond or security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs, attorney's fees, fines or other charges or exemplary damages that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender shall satisfy any adverse judgment before enforcement against the Real Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.
- c. **Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Real Property.
- d. **Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Real Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services or materials provided to the Real Property. Grantor will, upon request of Lender, furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

11. **Property Damage Insurance.** The following provisions relating to insuring the Property are a part of this Mortgage:

- a. **Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage

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from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

- b. **Application of Proceeds.** 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. Whether Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance 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 Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Real Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.
- c. **Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness, as described below, is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.
- d. **Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing:
- i. the name of the insurer; and
 - ii. the risks insured; and
 - iii. the amount of the policy; and
 - iv. the property insured, the then current replacement value of such property, and the manner of determining that value; and
 - v. the expiration date of the policy.
- e. **Independent Appraisal.** Grantor shall, upon request of Lender, have an independent

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appraiser satisfactory to Lender determine the cash value replacement costs of the Property.

12. **Lender's Expenditures.** If any action or proceeding is commenced that would materially affect Lender's interest in the Real Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Real Property and paying all costs for insuring, maintaining and preserving the Real Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will:
- a. be payable on demand; or
 - b. be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either:
 - i. the term of any applicable insurance policy; or
 - ii. the remaining term of the Note; or
 - c. be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.
13. **Warranty and Defense of Title.** The following provisions relating to ownership of the Real Property are a part of this Mortgage:
- a. **Title.** Grantor warrants that:
 - i. Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section, below, or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage; and
 - ii. Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.
 - b. **Defense of Title.** Subject to the exception in this paragraph above, 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 be represented in the proceeding by counsel of Lender's own choice, 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.
 - c. **Compliance with Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of

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governmental authorities.

14. **Existing Indebtedness.** The following provisions concerning Existing Indebtedness are a part of this Mortgage:

- a. **Existing Lien.** The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such Existing Indebtedness, any default under the instruments evidencing such Existing Indebtedness, or any default under any security documents for such Existing Indebtedness.
- b. **No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

15. **Condemnation.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

- a. **Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award, judgment or order favorable to Lender. 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 its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.
- b. **Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Real Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

16. **Imposition of Taxes, Fees, Fines, and Charges by Governmental Authorities.** The following provisions relating to governmental taxes, fees, fines and charges are a part of this Mortgage:

- a. **Current Taxes, Fees, Fines and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.
- b. **Taxes.** The following shall constitute taxes to which this section applies:
 - i. a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; and/or
 - ii. a specific tax on Borrower which Borrower is authorized or required to deduct from

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payments on the Indebtedness secured by this type of Mortgage; and/or

- iii. a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and/or
- iv. a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

c. **Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default unless Grantor either:

- i. pays the tax before it becomes delinquent; or
- ii. contests the tax as provided in the Taxes and Liens provisions of Paragraph 10, above, and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

17. **Security Agreement, Financing Statements.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

- a. **Security Agreement.** This instrument shall constitute a Security Agreement to the extent of any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code, as amended from time to time.
- b. **Inventory and Valuation.** At the request of Lender, or at any time for business, insurance or purposes of legal proceedings, Grantor shall prepare or cause to be prepared an inventory, report and/or valuation of Personal Property contained and engaged in use within or in connection to the Real Property and provide a copy of such inventory, report and/or valuation to Lender, but in the case of request by Lender for such inventory, report and/or valuation, Grantor shall not be required to provide any such document more frequently than once per year
- c. **Security Interest.** Upon request by Lender, Grantor shall take whatever 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 in the real property records, 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. Upon the occurrence of an Event of Default, Grantor shall assemble and Personal Property not affixed to the Real Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.
- d. **Addresses.** The mailing addresses of Grantor (for purposes of this paragraph considered as "debtor") and Lender (for purposes of this paragraph considered as "secured party") from which information concerning the security interest granted by this Mortgage may be obtained are as stated on the first page of this Mortgage.

18. **Further Assurances, Authorization of Attorney-In-Fact.** The following provisions relating to further assurances and authorization of an attorney-in-fact are a part of this Mortgage:

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- a. **Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute, and deliver, or will cause to be made, executed, or delivered, to Lender or to Lender's designee, and which requested by Lender, cause to be filed, recorded, refiled or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and any other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve:
- i. Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents; and
 - ii. the liens and security interests created by this Mortgage on the Real Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.
- b. **Attorney-In-Fact.** If Grantor fails to do any of the things referred to in the preceding Paragraph 18 (a), Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding Paragraph 18 (a).
19. **Full Performance.** If Borrower pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall 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. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.
20. **Reinstatement of Security Interest.** If payment is made by Borrower, whether voluntary or otherwise, or by any guarantor or any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property; or by reason of any settlement or compromise of any claim made by Lender with any claimant, including without limitation Borrower, the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.
21. **Events of Default.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

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- a. **Payment Default.** Borrower fails to make any payment when due under this Mortgage, the Note, or any of the Related Documents.
- b. **Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.
- c. **Other Defaults.** Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant, or condition contained in any other agreement between Lender and Borrower or Grantor.
- d. **Default in Favor of Third Parties.** Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any related document.
- e. **False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.
- f. **Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect, including failure of any collateral document to create a valid and perfected security interest or lien, at any time for any reason.
- g. **Insolvency.** The dissolution or termination of Borrower's or Grantor's existence as a going business or concern, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's 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 Borrower or Grantor.
- h. **Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond or other security deemed adequate by Lender for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.
- i. **Existing Indebtedness.** The payment of any installment of principal or any interest in the

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Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Real Property.

- j. **Breach of Other Agreement.** Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether now-existing or arising later.
- k. **Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guarantee of the Indebtedness.
- l. **Violation of Law or Regulation.** Any judgment or finding of violation of any of the preceding duties and/or warranties made by Grantor that will, in the opinion of Lender, result in a materially adverse effect on the Real Property and/or Lender's interest in the Real Property.
- m. **Insecurity.** Lender in good faith believes itself insecure.
- n. **Rights and Remedies on Default.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:
 - o. **Acceleration of Indebtedness.** Lender shall have the right at its option and without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay under this Mortgage or Note.
 - p. **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.
 - q. **Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor, to collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. As part of this grant and only after the occurrence of an Event of Default, Borrower or Grantor expressly grants Lender the right to collect rents absent order of court and without any award of full possession of the Real Property. Borrower or Grantor expressly waive any rights they have regarding the appointment of receiver or mortgagee in possession under the Illinois Mortgage Foreclosure Law, limited to the sole purpose of collection of rents from the Property. 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 the Rents are collected by Lender, 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. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether any proper grounds for the demand existed. Lender may exercise its rights under this Paragraph 22 (c) either in person, by agent, or through a receiver.

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- r. **Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as receiver.
- s. **Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Real Property.
- t. **Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Paragraph 22.
- u. **Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.
- v. **Sale of the Property.** Borrower and Grantor hereby waive any and all right to have the Property marshalled. 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, provided that the Real Property shall not be sold in separate parcels unless allowed by law and judicial order of sale. Lender shall be entitled to bid at any public sale on all or any portion of the Property.
- w. **Notice of Sale.** Lender shall give Grantor at least ten (10) days' notice before sale, 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. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.
- x. **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 to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.
- y. **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 such sum as the court may adjudge reasonable as attorney's fees at trial and upon any appeal. Whether or not any court action is involved, all reasonable expenses Lender incurs that in Lender's opinion are necessary at

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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 at the rate provided by the Note from the date of the expenditure until repaid. Expenses covered by this paragraph include without limitation Lender's attorney's fees and Lender's legal expenses, including attorneys' fees and expenses 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, surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Notices. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile, when actually received by electronic mail, when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

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

- a. **Amendments.** This Mortgage, together with any Related Documents, 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. **Annual Reports.** Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.
- c. **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.
- d. **Governing Law.** This Mortgage shall be governed by federal law applicable to Lender and the Property and, to the extent it is not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Illinois.
- e. **Choice of Venue.** If there is any lawsuit arising out of this Mortgage, Grantor agrees upon Lender's request to submit to the jurisdiction of the circuit courts of Cook County in Illinois.

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- f. **Default Rate** is **24.0% interest**, and will apply to the outstanding principal balance of the Note should the borrower be more than 30 days late in making any payment of interest that is due per the terms of the Note, and shall continue to apply until such time as the late payments are made current.
- g. **Joint and Several Liability.** All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.
- h. **No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given 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 Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender'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 of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld at the sole discretion of Lender.
- i. **Severability.** If any court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.
- j. **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.
- k. **Successor and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, 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 may, without notice to Grantor, deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or

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extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

- l. **Time is of the Essence.** Time is of the essence in the performance of this Mortgage.
 - m. **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.
 - n. **Business Purposes.** Borrower and Grantor warrant that the Real Property is to be used solely for business purposes and not for personal, family or household purposes. Borrower and Grantor further warrant that this Indebtedness is a business loan and that the Real Property will not be used as residence for Borrower, Grantor, or any member, officer, director, shareholder or other interested party of Borrower or Grantor.
 - o. **Balloon Payment.** This Mortgage and the Note is payable in full at maturity. Borrower, Grantor and any Guarantor must repay the entire Indebtedness, both principal and unpaid interest, then due. Lender is under no obligation to refinance the Indebtedness at any time. Borrower, Grantor and any Guarantor will be required to make payment out of the Property or any other assets that you may own, or satisfy the Indebtedness through further financing provided by some other lender, at Borrower, Grantor and any Guarantor's cost.
23. **Definitions.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Unless specifically stated to the contrary, all words and terms in this Mortgage used in the masculine shall include the feminine and the feminine shall include the masculine. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:
- a. **Borrower.** The word "Borrower" means **Jebb Food Services, Inc.**, and includes all co-signers and co-makers signing the Note, all guarantors to the Note, and all their successors and assigns.
 - b. **Default.** The word "Default" means any failure of Borrower, Grantor or Guarantor to fulfill its obligations under this Mortgage, including the Events of Default set forth in this Mortgage in Paragraph 21.
 - c. **Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time, codified as 42 U.S.C. § 9601 *et seq.* ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, enacted as Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, or other applicable state or federal laws, rules or regulations adopted pursuant thereto.

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- d. **Event of Default.** The words "Event of Default" mean any of the events of default set forth in Paragraph 21 of this Mortgage.
- e. **Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described in Paragraph 14 of this Mortgage.
- f. **Grantor.** The word "Grantor" means **Jebb Food Services, Inc.**
- g. **guarantee.** The word "guarantee" means the guarantee from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guarantee of all or part of the Note.
- h. **Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes without limitation petroleum and petroleum by-products or any fraction thereof, and asbestos.
- i. **Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.
- j. **Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage Specifically, without limitation, Indebtedness includes the future advances set forth in the Paragraph 3 of this Mortgage, together with all interest thereon.
- k. **Lender.** The word "Lender" means **Ability Insurance Company** , and its successors, heirs and assigns.
- l. **Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.
- m. **Note.** The word "Note" means the promissory note dated December 5, 2017, in the original principal amount of \$130,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **The interest rate on the Note is 12.9% per annum, and default rate is 24.0% per annum.** The maturity date of this Mortgage and Note is January 5, 2019. The Note is incorporated into this Mortgage by reference.

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ADDENDUM

LOT 14 IN THE SUBDIVISION OF THE NORTH 1/2 OF BLOCK 11 OF THE FIRST ADDITION TO KENSINGTON, BEING A SUBDIVISION OF THE SOUTH 20 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, (EXCEPT THE NORTHEAST 4 ACRES) ALSO THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33 (EXCEPT THE RAILROAD) ALSO THE WEST FRACTIONAL 1/2 SECTION 27 (EXCEPT THE RAILROAD) ALL NORTH OF THE INDIAN BOUNDARY LINE, ALSO THE NORTH 21 ACRES OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 28, SOUTH OF THE INDIAN BOUNDARY LINE ALL IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CKA: 122 E 120th Pl, Chicago, IL 60628

PIN: 25-27-110-027-0000

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