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Illinois Anti-Predatory Lending Database Program

Doc#: 1803857075 Fee: \$76.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/07/2018 10:49 AM Pg: 1 of 15

Certificate of Exemption



Report Mortgage Fraud

844-768-1713

18NW7131959

The property identified as: **PIN:** 16-21-101-044-0000

Address:

Street: 1410 and 1425 S. 55th Court

Street line 2:

City: Cicero

State: IL

ZIP Code: 60804

Lender: Northbrook Bank & Trust Company

Borrower: Puig Properties, LLC

Loan / Mortgage Amount: \$1,500,000.00

This property is located within the program area and is exempt from the requirements of 765 LCS 77/70 et seq. because it is commercial property.

Certificate number: D9A35EC2-5630-4C2A-B5BD-10F232014B2B

Execution date: 2/2/2018

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PREPARED BY AND WHEN RECORDED
RETURN TO:

Barbara Condit Canning, Esq.
Canning & Canning LLC
1000 Skokie Blvd., Suite 355
Wilmette, IL 60091

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FINANCING STATEMENT

18 NW 731959 SK CT I

THIS MORTGAGE is made as of this 2nd day of February, 2018 by PUIG PROPERTIES, LLC, an Illinois limited liability company (the "Mortgagor") whose address is 1414 W. Willow, Chicago, IL, to NORTHBROOK BANK & TRUST COMPANY, whose address is at 1100 Waukegan Road, Northbrook, Illinois 60062, its successors and assigns ("Mortgagee").

The Mortgagor MORTGAGES, CONVEYS AND WARRANTS to the Mortgagee certain real property located in the County of Cook and State of Illinois, and all the buildings, structures and improvements on it, commonly known and legally described in:

See Exhibit A attached

(the "Premises"), commonly known as 1410 and 1425 S. 55th Court, Cicero, Illinois

Tax Parcel Identification Numbers:

The Premises also include all of the Mortgagor's title and interest in the following, if any:

- (1) All easements, rights-of-way, licenses, privileges and hereditaments.
- (2) Land lying in the bed of any road, or the like, opened, proposed or vacated, or any strip or gore, adjoining the Premises.
- (3) All machinery, apparatus, equipment, fittings, and articles of personal property of every kind and nature whatsoever located now or in the future in or upon the Premises and used or useable in connection with any present or future operation of the Premises (all of which is called "Equipment"). It is agreed that all Equipment is part of the Premises and appropriated to the use of the real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged and warranted to the Mortgagee.
- (4) All mineral, oil, gas and water rights, royalties, water and water stock, if any.
- (5) All awards or payments including interest made as a result of the exercise of the right of eminent domain; the alteration of the grade of any street, any loss of or

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damage to any building or other improvement on the Premises, any other injury to or decrease in the value of the Premises, any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises, and the reasonable attorneys' fees, costs and disbursements incurred by the Mortgagee in connection with the collection of any such award or payment.

- (6) All of the rents, issues and profits of the Premises under present or future leases, or otherwise.

The Premises are unencumbered except for those permitted exceptions set forth on Exhibit B attached hereto and incorporated by reference herein ("Permitted Encumbrances").

The Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagor shall provide copies of all writings pertaining to Permitted Encumbrances, and the Mortgagee is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

This Mortgage secures the following (the "Debt"):

- (i) Debt created by the issuance of that certain Business Loan Agreement dated March 22, 2013 as amended by that certain Loan Modification and Ratification Agreement and Reaffirmation of Guaranty dated March 26, 2014, that certain Second Loan Modification and Ratification Agreement and Reaffirmation of Guaranty dated September 26, 2014, that certain Third Loan Modification and Ratification Agreement and Reaffirmation of Guaranty of December 3, 2015, that certain Fourth Loan Modification and Ratification Agreement and Reaffirmation of Guaranty dated March 3, 2016, that certain Fifth Loan Modification and Ratification Agreement and Reaffirmation of Guaranty dated July 11, 2016, that certain Sixth Loan Modification and Ratification Agreement and Reaffirmation of Guaranty dated July 27, 2016, that certain Seventh Loan Modification and Ratification Agreement and Reaffirmation of Guaranty of dated August 31, 2017 and that certain Eighth Loan Modification and Ratification Agreement and Reaffirmation of Guaranty of even date herewith (collectively "Loan Agreement") by and between Mortgagor and A.L.L. Masonry Construction Co., Inc., an Illinois corporation ("ALL"), collectively as "Borrower", and Mortgagee and by a Non-Revolving Line of Credit Note (the "Note") of even date herewith in the amount \$1,500,000 made by Mortgagor and payable to the order of and delivered to Mortgagee, evidencing a non-revolving line of credit bearing interest at the rate of LIBOR (as defined in the Note) plus 3.25%, having payment terms as set forth in the Note, including a maturity date of September 30, 2018; and
- (ii) All Mortgagor's amounts and obligations under this Mortgage;
- (iii) Any extensions, renewals, modifications or replacements of the Note or Loan Agreement or the related documents related to the foregoing, without limit as to number or frequency;
- (iv) Any debt and/or obligations and/or liabilities created by the issuance of any loans, credit facilities or the like extended by Mortgagee in favor ALL at any time existing, now or in the future and loan documents given in connection therewith,

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including, but not limited to, that certain Sixth Amended and Restated Mortgage Note dated as of August 31, 2017 in the original principal amount of \$3,500,000, by and between ALL and Mortgagee and that certain Amended and Restated Term Note dated as of August 31, 2017 in the original principal amount of \$730,000, by and between ALL and Mortgagee.

FUTURE ADVANCES, CROSS-LIEN AND LIMITATION ON AMOUNT OF MORTGAGE:

Notwithstanding anything to the contrary contained in this Mortgage, the amount secured by this Mortgage, including all other present and future, direct and indirect obligations and liabilities of the Mortgagor and ALL, or any one or more of them, with or without others, but excluding any obligation or debt for personal, family or household expenses unless the note or guaranty expressly states that it is secured by this Mortgage to the Mortgagee, shall not exceed the principal sum of twice the original principal of the Debt.

This Mortgage shall also secure the performance of the promises and agreements contained in this Mortgage. The Mortgagor promises and agrees as follows:

1. PAYMENT OF DEBT; PERFORMANCE OF OBLIGATIONS: The Mortgagor shall promptly pay when due, whether by acceleration or otherwise, the Debt for which the Mortgagor is liable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any loan documents evidencing the Debt.

2. TAXES: The Mortgagor shall pay, when due, and before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions, and other charges which may become a lien prior to this Mortgage, provided that Mortgagor shall be allowed to contest the same in good faith so long as (1) Mortgagor maintains adequate reserves therefor, (2) Mortgagor gives Mortgagee prompt notice thereof, and (3) Mortgagee will not be adversely affected thereby. Should the Mortgagor fail to make those payments, the Mortgagee may at its option, after reasonable notice to and at the expense of the Mortgagor, pay the amounts due for the account of the Mortgagor. Upon the request of the Mortgagee, the Mortgagor shall immediately furnish to the Mortgagee all notices of amounts due and receipts evidencing payment. The Mortgagor shall promptly notify the Mortgagee of any lien on all or any part of the Premises and shall promptly discharge or bond over any unpermitted lien or encumbrance unless the effect of such lien is promptly stayed by judicial action.

3. CHANGE IN TAXES: In the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date of this Mortgage, which changes or modifies the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting those taxes, the Debt shall become due and payable immediately at the option of the Mortgagee.

4. INSURANCE: Until the Debt is fully paid, the Mortgagor shall keep, or cause to be kept, the Premises and the present and future buildings and other improvements on the Premises constantly insured for the benefit of the Mortgagee against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State where the Premises are located, including risks of vandalism and malicious mischief, and

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shall further provide flood insurance (if the Premises are situated in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 and regulations issued under it), and such other appropriate insurance as the Mortgagee may reasonably require from time to time. All insurance policies and renewals must be reasonably acceptable to the Mortgagee, must provide for payment to the Mortgagee as an additional insured in the event of loss, must require thirty (30) days notice to the Mortgagee in the event of nonrenewal or cancellation, and all renewal or replacement policies must be delivered to the Mortgagee within thirty (30) days prior to their respective effective dates. Should the Mortgagor fail to insure or fail to pay the premiums on any insurance or fail to deliver the policies or certificates or renewals to the Mortgagee, then the Mortgagee at its option may have the insurance written or renewed and pay the premiums for the account of the Mortgagor prior to lapse. In the event of loss or damage, the proceeds of the insurance shall be paid to the Mortgagee alone for the benefit of the Mortgagor. No loss or damage shall itself reduce the Debt. The Mortgagee is authorized to adjust and compromise a loss without the consent of the Mortgagor, to collect, receive and receipt for any proceeds in the name of the Mortgagee and the Mortgagor and to endorse the Mortgagor's name upon any check in payment of proceeds. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds and then toward payment of the Debt or any portion of it, whether or not then due or payable, or the Mortgagee at its option may apply the proceeds, or any part to the repair or rebuilding of the Premises provided that the Mortgagor is not then or at any time during the course of restoration of the Premises in default under this Mortgage and has complied with all requirements for application of the proceeds to restoration of the Premises as Mortgagee, in its sole discretion may establish.

5. RESERVES FOR TAXES AND INSURANCE: Mortgagor shall, if requested by Mortgagee, pay to Mortgagee, at the time of and in addition to the scheduled installments of principal and/or interest due under the Debt, a sum equal to (a) the amount estimated by the Mortgagee to be sufficient to enable Mortgagee to pay at least thirty (30) days before they become due and payable, all taxes, assessments and other similar charges levied against the Premises, plus (b) the amount of the annual premiums on any policies of insurance required to be carried by the Mortgagor, divided by (c) the number of installments due each year ((a) and (b) are collectively referred to as the "Charges"). Upon notice at any time, the Mortgagor will, within ten (10) days, deposit such additional sum as may be required for the payment of increased Charges. These sums may be commingled with the general funds of the Mortgagee, and no interest shall be payable on them nor shall these sums be deemed to be held in trust for the benefit of the Mortgagor. Notwithstanding payment of any sums by the Mortgagor to the Mortgagee under the terms of this section, the Mortgagee shall have no obligation to pay any Charges. The obligation of the Mortgagor to pay the Charges is not affected or modified by the arrangements set out in this section. Payment by the Mortgagee on any one or more occasions of all or any part of the Charges shall not be construed as obligating it to pay any Charges on any other occasion. If the Mortgagee elects to pay any Charge, it shall not be required to do so at any time prior to the date on which penalties, interest or collection fees begin to accrue. If the Mortgagee elects to pay any premium on any policy of insurance required to be carried by the Mortgagor, it may do so at any time prior to the cancellation of the policy.

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In the event of foreclosure of this Mortgage, any of the moneys then remaining on deposit with the Mortgagee or its agent shall be applied against the Debt prior to the commencement of foreclosure proceedings. Any default by the Mortgagor in the performance of the provisions of this section shall constitute a default under this Mortgage.

6. WASTE: The Mortgagor shall not commit or permit waste on the Premises nor do any other act causing the Premises to become less valuable. The Mortgagor will keep the Premises in good order and repair and in compliance in all material respects with any law, regulation, ordinance or contract affecting the Premises and, from time to time, make all needful and proper replacements so that fixtures, improvements and Equipment will at all times be in good condition, fit and proper for their respective purposes. Should the Mortgagor fail to effect any necessary repairs, the Mortgagee may at its option, upon reasonable notice to and at the expense of the Mortgagor, make the repairs for the account of the Mortgagor. The Mortgagor shall use the Premises in conformance with all applicable laws, ordinances and regulations. The Mortgagee or its authorized agent shall have the right to enter upon and inspect the Premises at all reasonable times. The Mortgagor unconditionally agrees to timely pay all fees with respect to inspections of the Premises.

7. ALTERATIONS, REMOVAL: No building, structure, improvement, fixture, personal property, or Equipment constituting any part of the Premises shall be removed, demolished or substantially altered without the prior written consent of the Mortgagee, not unreasonably withheld unless such action would materially reduce the value of the Premises.

8. PAYMENT OF OTHER OBLIGATIONS: The Mortgagor shall also perform all of Mortgagor's obligations and pay all other obligations which are or may become liens or charges against the Premises for any present or future repairs or improvements made on the Premises, or for any other goods, services, or utilities furnished to the Premises, and shall not permit any lien or charge of any kind securing the repayment of borrowed funds (including the deferred purchase price for any property) to accrue and remain outstanding against the Premises other than those set forth in Exhibit B hereto, provided that Mortgagor shall be allowed to contest the same in good faith so long as (1) Mortgagor maintains adequate reserves therefore, (2) Mortgagor gives Mortgagee prompt notice thereof, and (3) Mortgagee will not be adversely affected thereby.

9. ASSIGNMENT OF LEASES AND RENTS: As additional security for the Debt, the Mortgagor assigns to the Mortgagee all oral or written leases, and the rents, issues, income and profits under all leases or licenses of the Premises, present and future. The Mortgagor will comply with all terms of all leases.

10. RESERVED.

11. SECURITY AGREEMENT: This Mortgage also constitutes a security agreement within the meaning of the Illinois Uniform Commercial Code (the "UCC") and the Mortgagor grants to the Mortgagee a security interest in any Equipment and other personal property included within the definition of Premises. Accordingly, the parties shall have all of the rights and remedies available to a secured party or debtor, as the case may be, under the UCC. Upon the occurrence of an event of default under this Mortgage, the Mortgagee shall have, in addition to the

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remedies provided by this Mortgage, the right to use any method of disposition of collateral authorized by the UCC with respect to any portion of the Premises subject to the UCC.

12. **REIMBURSEMENT OF ADVANCES:** If the Mortgagor fails to perform any of its obligations under this Mortgage, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the Premises (including but not limited to a lien priority dispute, eminent domain, code enforcement, insolvency, bankruptcy or probate proceedings), then the Mortgagee at its sole option may make appearances, disburse sums and take any action it deems necessary to protect its interest (including but not limited to disbursement of reasonable attorneys' fees and entry upon the Premises to make repairs). Any amounts disbursed shall become additional Debt, shall be immediately due and payable upon notice from the Mortgagee to the Mortgagor, and shall bear interest at the highest rate permitted under any of the instruments evidencing any of the Debt.

13. **DUE ON TRANSFER:** If all or any part of the Premises or any interest in the Premises is transferred without the Mortgagee's prior written consent, it may, at its sole option, declare the Debt to be immediately due and payable.

14. **NO ADDITIONAL LIEN:** The Mortgagor covenants not to execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against the interest of the Mortgagor in the Premises without the prior written consent of the Mortgagee, not unreasonably withheld if the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage for the full amount secured by this Mortgage and shall also be subject and subordinate to all present and future leases affecting the Premises.

15. **DOMAIN:** Notwithstanding any taking under the power of eminent domain, alteration of the grade of any road, alley, or the like, or other injury or damage to or decrease in value of the Premises by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the Debt in accordance with the terms of the underlying loan documents until any award or payment shall have been actually received by the Mortgagee. By executing this Mortgage, the Mortgagor signs the entire proceeds of any award or payment and any interest to the Mortgagee. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds, including reasonable attorneys' fees and then toward payment of the Debt whether or not then due or payable, or the Mortgagee at its option may apply the proceeds, or any part to the alteration, restoration or rebuilding of the Premises.

16. **ENVIRONMENTAL PROVISIONS:** Simultaneously with the execution of this Mortgage, Mortgagor has executed and delivered to Mortgagee an Environmental Indemnity Agreement, which is incorporated herein by this reference.

17. **EVENTS OF DEFAULT/ACCELERATION:** Upon the occurrence of an "Event of Default" as defined in the Loan Agreement, which is incorporated herein by this reference, the Mortgagee shall be entitled to exercise its remedies under this Mortgage, the Loan Agreement or as otherwise provided by law.

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18. **REMEDIES ON DEFAULT:** Upon the occurrence of any event of default, the Mortgagee may exercise all of the rights, powers and remedies expressly or impliedly conferred on or reserved to it under this Mortgage or any other related document, or now or later existing at law or in equity, including without limitation the following: (i) declare the Debt to be immediately due, (ii) proceed at law or in equity to collect the Debt and proceed to foreclose this Mortgage, or otherwise pursue any of its rights or remedies, and (iii) exercise any of its rights, powers or remedies pursuant to the UCC.

The Mortgagee in any suit to foreclose this Mortgage shall be entitled to the appointment of a receiver of the rents, leases and profits of the Premises as a matter of right and without notice (without regard to the value of the Premises), and the Mortgagor specifically consents to that appointment without notice. The Premises may be sold in one parcel as an entirety or in such parcels, manner and order as the Mortgagee may elect. By executing this Mortgage, the Mortgagor waives, in the event of a foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies in this Mortgage, any right otherwise available in respect to marshalling of assets that secure the Debt or to require the Mortgagee to pursue its remedies against any other such assets. The Mortgagor waives all technical errors and imperfections in any proceedings instituted by the Mortgagee to enforce any of its rights and remedies.

19. **REPRESENTATIONS BY MORTGAGOR:** Mortgagor represents that: (a) the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law, conflict with any agreement by which it is bound, or require the consent or approval of any governmental authority or any third party; (b) this Mortgage is a valid and binding agreement enforceable according to its terms; and (c) any balance sheets, profit and loss statements, and other financial statements furnished to the Mortgagee are accurate and fairly reflect the financial condition of the organizations and persons to which they apply on their effective dates, in all material respects, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates.

20. **ATTORNEYS' FEES; EXPENSES:** If Mortgagee institutes any suit or action to enforce any of the terms of this Mortgage, Mortgagee shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Mortgagee that in Mortgagee's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law or court approval, Mortgagee's attorneys' fees and Mortgagee's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports and appraisal fees, and title insurance, to the extent permitted by applicable law. Mortgagor also will pay any court costs, in addition to all other sums provided by law.

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21. NOTICES: Notice from one party to another relating to this Mortgage shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address, telex number or telecopier number by Federal Express, Purolator Courier or like overnight courier service, with copy by telecopy, telex or other wire transmission with assurance of receipt in a manner typical with respect to communications of that type. Notice made in accordance with this paragraph shall be deemed delivered one (1) business day after deposit with overnight courier service. This notice provision shall be inapplicable to any judicial or non-judicial proceeding where state law governs the manner and timing of notices in foreclosure or receivership proceedings.

22. MISCELLANEOUS: If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then that provision is void to the extent of the conflict or unenforceability, and severed from but does not invalidate any other provision of this Mortgage. No waiver by the Mortgagee of any right or remedy granted or failure to insist on strict performance by the Mortgagor, waives any right or remedy of the Mortgagee, nor does the subsequent exercise of the same right or remedy by the Mortgagee for any subsequent default by the Mortgagor, and all rights and remedies of the Mortgagee are cumulative.

These promises and agreements bind and these rights benefit the parties and their respective successors, and assigns.

This Mortgage is governed by Illinois law, except to the extent it is preempted by Federal law or regulations.

23. WAIVER OF HOMESTEAD RIGHT: The Mortgagor expressly waives all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois. The Mortgagor expressly waives any and all rights in respect to marshalling of assets that secure the Debt or to require the Mortgagee to pursue its remedies against any other assets.

24. WAIVER OF RIGHT OF REDEMPTION: EXCEPT AS MAY OTHERWISE BE PROHIBITED OR IN THE EVENT THE PREMISES ARE AND CONTINUE TO QUALIFY AS RESIDENTIAL PROPERTY AS DEFINED BY THE LAWS OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, THE MORTGAGOR WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

25. WAIVER OF JURY TRIAL: THE MORTGAGEE AND THE MORTGAGOR, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON

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OR ARISING OUT OF THIS MORTGAGE OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS MORTGAGE, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THEM. NEITHER THE MORTGAGEE NOR THE MORTGAGOR SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE MORTGAGEE OR THE MORTGAGOR EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM. MORTGAGOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND MORTGAGOR AGREES TO ITS TERMS.

MORTGAGOR:

PUIG PROPERTIES, LLC

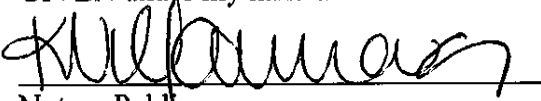
By: 
Name: Luis Puig Jr.
Title: Manager

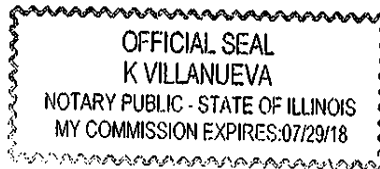
ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Luis Puig Jr. personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2ND day of February, 2018.


Notary Public



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EXHIBIT A
LEGAL DESCRIPTION

Address: 1410 and 1425 S. 55th Court, Cicero, IL

Permanent Index Number:

Property of Cook County Clerk's Office

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY****COMMITMENT NO. 18NW7131959SK****SCHEDULE A**

(continued)

5. The Land is described as follows:

PARCEL 1:

LOTS 1 THROUGH 18 INCLUSIVE IN BLOCK 2 IN THE SUBDIVISION OF THE WEST PART OF BLOCKS 3 AND 6 IN GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 13, 1915 AS DOCUMENT 5561124, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PART OF BLOCK 3 IN GRANT LAND ASSOCIATION RESUBDIVISION OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF SOUTH 55TH COURT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH 55TH COURT, WITH A LINE PARALLEL TO AND 250 FEET SOUTH OF THE SOUTH LINE OF 14TH STREET EXTENDED EAST; THENCE EAST ON SAID DESCRIBED LINE 264.31 FEET TO POINT 36.1 FEET WEST OF CENTER LINE OF A 16 FOOT EASEMENT OF BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY; THENCE SOUTHEASTERLY ON A STRAIGHT LINE 226.8 FEET TO POINT IN THE WEST LINE OF SAID EASEMENT, SAID POINT BEING 475.05 FEET SOUTH OF THE SOUTH LINE OF 14TH STREET EXTENDED EAST; THENCE EAST AT RIGHT ANGLES TO SAID EASEMENT 8 FEET TO CENTER LINE THEREOF; THENCE SOUTH ON THE CENTER LINE OF SAID EASEMENT 161.30 FEET; THENCE WEST AT RIGHT ANGLES TO SAID EASEMENT 8 FEET TO WEST LINE THEREOF; THENCE NORTHWESTERLY ON A STRAIGHT LINE 107.25 FEET TO A POINT IN A LINE PARALLEL TO AND 530 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST, SAID POINT BEING 21.32 FEET WEST OF CENTER LINE OF 16 FOOT EASEMENT AFORESAID; THENCE WEST ON SAID LAST DESCRIBED PARALLEL LINE 278.95 FEET TO THE EAST LINE OF SOUTH 55TH COURT, THENCE NORTH ON THE EAST LINE OF SOUTH 55TH COURT 280 FEET TO THE PLACE OF BEGINNING; EXCLUDING, HOWEVER, PART OF BLOCK 3 OF THE GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SOUTH 55TH COURT AT A POINT OF INTERSECTION WITH A LINE PARALLEL TO AND 530 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST, THENCE EAST ON SAID PARALLEL LINE 279.24 FEET, MORE OR LESS, TO A POINT 21.32 FEET WEST OF THE EAST LINE OF SAID BLOCK 3; THENCE NORTHWESTERLY 6 INCHES MORE OR LESS TO A POINT ON A LINE 6 INCHES NORTH OF THE BOUNDARY LINE FIRST ESTABLISHED BY THIS DESCRIPTION; THENCE WEST ALONG SAID PARALLEL LINE TO A POINT 6 INCHES NORTH OF POINT OF BEGINNING; THENCE SOUTH 6 INCHES TO POINT OF BEGINNING, CONVEYED TO ATLAS FORGINGS COMPANY SEPTEMBER 16, 1966 IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 100 FEET OF THAT PART OF BLOCK 3 OF THE GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF SOUTH 55TH COURT, AND SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST (EXCEPT PART SOLD TO THE GENERAL MILLWORK COMPANY) ALSO PART OF BLOCK 3 FOR SWITCH TRACK CONNECTION TO 16 FOOT EASEMENT OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)



UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY****COMMITMENT NO. 18NW7131959SK****SCHEDULE A**

(continued)

COMPANY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER LINE OF THE 16 FOOT EASEMENT TO THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY 152.3 FEET SOUTH OF THE SOUTH LINE OF 14TH STREET EXTENDED EAST; THENCE SOUTH ON SAID CENTER LINE 161.45 FEET; THENCE WEST AT RIGHT ANGLES TO SAID CENTER LINE 8 FEET; THENCE NORTHWESTERLY IN A STRAIGHT LINE 215.46 FEET TO A POINT IN A LINE 100 FEET SOUTH OF THE SOUTH LINE OF 14TH STREET EXTENDED AND 34.68 FEET WEST OF CENTER LINE OF THE EASEMENT AFORESAID; THENCE EAST ON A LINE 100 FEET SOUTH OF 14TH STREET EXTENDED 20.15 FEET TO WESTERLY LINE OF LAND CONVEYED TO THE GENERAL MILL WORK COMPANY BY DEED RECORDED DECEMBER 20, 1916 AS DOCUMENT 6015715; THENCE SOUTHEASTERLY ON SAID LAST DESCRIBED LINE 52.69 FEET; THENCE EAST 8 FEET ON A LINE AT RIGHT ANGLES TO CENTER LINE OF THE 16 FOOT EASEMENT TO THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF BLOCK 3 IN GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF SOUTH 55TH COURT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SOUTH 55TH COURT 100 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST; THENCE EAST ON A LINE PARALLEL TO AND 100 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST 265.6 FEET TO A POINT WHICH IS 34.68 FEET WEST OF THE CENTER LINE OF THE 16 FOOT EASEMENT OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, THENCE SOUTHEASTERLY ON A STRAIGHT LINE 215.46 FEET TO A POINT IN THE WEST LINE OF SAID EASEMENT, SAID POINT BEING 313.75 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST; THENCE EAST AT RIGHT ANGLES TO SAID EASEMENT 8 FEET TO CENTER THEREOF; THENCE SOUTH ALONG CENTER OF SAID EASEMENT 161.3 FEET; THENCE WEST AT RIGHT ANGLES TO SAID EASEMENT 8 FEET TO THE WEST LINE THEREOF; THENCE NORTHWESTERLY ON A STRAIGHT LINE 226.8 FEET TO A POINT ON A LINE 250 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST, SAID POINT BEING 36.1 FEET WEST OF THE CENTER LINE OF SAID 16 FOOT EASEMENT, THENCE WEST ON A LINE PARALLEL TO AND 250 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST A DISTANCE OF 264.21 FEET TO THE EAST LINE OF SOUTH 55TH COURT, THENCE NORTH ALONG THE EAST LINE OF SOUTH 55TH COURT, 150 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 19 AND 20 IN BLOCK 2 IN THE SUBDIVISION OF THE WEST PART OF BLOCK 3 AND (EXCEPT THE SOUTH 921 FEET) OF THE WEST PART OF BLOCK 6 IN GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 13, 1915 AS DOCUMENT 5561124 ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)



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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 18NW7131959SK

SCHEDULE A

(continued)

LOTS 21 AND 22 IN BLOCK 2 IN SUBDIVISION OF WEST PART OF BLOCK 3 AND (EXCEPT THE SOUTH 921 FEET) OF THE WEST PART OF BLOCK 6 IN GRANT LAND ASSOCIATION RESUBDIVISION IN THE NORTHWEST 1/4 AND THE SOUTH 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 13, 1915 AS DOCUMENT 5561124 IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOTS 23 AND 24 IN BLOCK 2 IN THE SUBDIVISION OF THE WEST PART OF BLOCK 3 AND (EXCEPT THE SOUTH 921 FEET) OF THE WEST PART OF BLOCK 6 IN GRANT LAND ASSOCIATION, A RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 13, 1915 AS DOCUMENT 5561124 ALL IN COOK COUNTY, ILLINOIS.

END OF SCHEDULE A

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This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT B
PERMITTED ENCUMBRANCES

Chicago Title Insurance Company Commitment # 18NW7131959SK, Schedule B # F(13), I (15), J(16), K(17), L(18), M(19), N(20), O(21), P(22), Q(23), R(24), T(25), U(26), V(27) AND W(28) .

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