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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713


1816219047

Doc# 1816219047 Fee \$54.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/11/2018 01:33 PM PG: 1 OF 9

The property identified as: **PIN:** 10-28-308-017-0000

Address:

Street: 5440 West Fargo Ave

Street line 2:

City: Skokie

State: IL

ZIP Code: 60077

Lender: SHELDON WOLFE

Borrower: TOURO COLLAGE, not-for-profit education corporation chartered by the Board of Regents of the State of New York

Loan / Mortgage Amount: \$1,544,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 7/70 et seq. because it is commercial property.

Certificate number: D2AC1E1F-88A1-4834-A103-FA5C4C51EBDE

Execution date: 6/7/2018

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PURCHASE MONEY
MORTGAGE

Above Space for Recorder's use only

THIS AGREEMENT, made as of June 8, 2018 between TOURO COLLEGE, not-for-profit education corporation chartered by the Board of Regents of the State of New York, herein referred to as "Mortgagor," having an address of 500 Seventh Avenue, 4th Floor, New York, New York 10018, and SHELDON WOLFE (referred to herein as "Mortgagee"), having his principal office at 7434 Skokie Boulevard, Skokie, Illinois 60077:

THAT WHEREAS the Mortgagor has executed a Promissory Note (the "Note") in favor of Mortgagee of even date herewith in the principal amount of \$1,544,000.00 which Note provides for a maturity date no later than June 7, 2023. The Note provides for an interest rate of 2.90% per annum prior to the Maturity Date or default.

NOW, THEREFORE, the Mortgagor to secure the payment and performance of the Note in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEYS AND WARRANTS unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all or their estate, right, title and interest therein, situate, lying and being in COUNTY OF COOK, IN THE STATE OF ILLINOIS, more particularly described on Exhibit A attached hereto which, with the property herein after described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or his successors or assigns shall be considered as constituting part of the real estate.

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TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

The name of a record owner is: Mortgagor. This mortgage consists of six pages and a legal description exhibit. The covenants, conditions and provisions appearing on pages 3 through 6 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagor, his heirs, successors and assigns. Witness the hand ... and seal ... of Mortgagor the day and year first above written.

TOURO COLLEGE

By: *Melvin M. Ness*
Print Name: MELVIN M. NESS
Title: SR VP & CFO

State of New York, County of Dutchess SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Melvin M. Ness, personally known to me to be the same person(s) whose name(s) is (~~are~~) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they (he, ~~she~~) signed, sealed and delivered the said instrument as their (his, ~~her~~) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and official seal, this 7 day of June, 2018.

Commission expires

LINDA S. ROSENBERG
Notary Public, State of New York
No. 01RO6006309
Qualified in New York County
Commission Expires March 23, 2019
Linda S. Rosenberg
NOTARY PUBLIC

This instrument was prepared by, and after recording return to, Michael Z. Margolies, 2201 Main Street, Suite 101, Evanston, Illinois 60202

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof (subject to the right, if any, to contest such matter to the extent permitted by and consistent with the terms set forth in the senior mortgage encumbering the premises); (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof (subject to the right, if any, to contest such matter to the extent permitted by and consistent with the terms set forth in the senior mortgage encumbering the premises), and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall pay before any penalty attaches (subject to the right to contest such matter) all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable ninety (90) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any

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tax on the issuance of the note secured hereby.

5. The Mortgagor shall have such privilege of making prepayments on the principal of said note as may be provided in said note without penalty.

6. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. Mortgagor shall also maintain adequate liability insurance with respect to its operations at the Property and shall name Mortgagee as an additional insured on such liability policy.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become due and payable upon seven (7) days notice and with interest thereon at the lesser of (i) 5% per annum or (ii) the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment in full on the Maturity Date, or (b) when default shall occur and continue for ten (10) days in the performance of any other provision of the Note or this Mortgage.

10. When the indebtedness hereby shall become due whether by acceleration or otherwise,

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Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, its heirs, legal representatives or assigns, as their rights may appear.

12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to

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foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

16. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.

17. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagor, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

18. Mortgagor shall not sell, transfer or further encumber the premises. Any sale, transfer, or assignment of the Premises or any interest therein and any transfer or sale of any interest in the Mortgagor shall be deemed a transfer of the premises for purposes hereof.

19. Mortgagor waives all statutory rights of redemption from any order, judgement or decree of foreclosure of this mortgage on behalf of Mortgagor and each and every person acquiring any interest in or title to the premises. The maximum indebtedness secured hereby shall be an amount of \$3,000,000.00.

20. Unless the Mortgagor provides the Lender evidence of the insurance coverages required hereunder, the Mortgagee may purchase insurance at the Mortgagor's expense to cover the Lender's interest in the Premises. The insurance may, but need not, protect the Mortgagor's interest. The coverages that the Mortgagee purchases may not pay any claim that the Mortgagor makes or any claim that is made against the Mortgagor in connection with the Premises. The Mortgagor may later cancel any insurance purchased by the Mortgagee, but

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only after providing the Mortgagee with evidence that the Mortgagor has obtained insurance as required by this Mortgage. If the Mortgagee purchases insurance for the Premises, the Mortgagor will be responsible for the costs of such insurance, including, without limitation, interest and any other charges which the Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Indebtedness. The cost of the insurance may be more than the cost of insurance the Mortgagor may be able to obtain on its own.

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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RECORDER OF DEEDS

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

PHONE:
FAX:

ORDER NUMBER: 2010 C25778272 CWF
STREET ADDRESS: 5440 WEST FARGO AVE

CITY: SKOKIE COUNTY: COOK
TAX NUMBER: 10-28-308-017-000

LEGAL DESCRIPTION:

THAT PORTION OF LOTS 3, 4 AND 5, TAKEN AS A TRACT, IN ROEHL HEIRS' SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 5 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1918 AS DOCUMENT NO. 6359471;

(I) BOUNDED ON THE SOUTH BY A LINE PARALLEL TO AND 214.36 FEET SOUTHERLY OF THE NORTH LINE OF LOT 4 (MEASURED ALONG THE WEST LINE OF SECTION 28, AFORESAID);

(II) BOUNDED ON THE WEST BY A LINE PARALLEL TO AND 910.07 FEET EASTERLY OF THE WEST LINE OF SECTION 28 (MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE OF LOT 4 IN OWNER'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 (EXCEPT THE SOUTH 7.50 CHAINS THEREOF) ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 217047);

(III) BOUNDED ON THE NORTH BY A LINE PARALLEL TO AND 105.64 FEET NORTHERLY OF THE NORTH LINE OF LOT 4 IN ROEHL HEIRS' SUBDIVISION, AFORESAID (MEASURED ALONG THE WEST LINE OF SECTION 28, AFORESAID);

(IV) BOUNDED ON THE EAST BY A LINE PARALLEL TO AND 1115.07 FEET EASTERLY OF SAID WEST LINE OF SECTION 28 (MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE OF LOT 4 IN OWNERS' SUBDIVISION, AFORESAID), IN COOK COUNTY, ILLINOIS.