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Illinois Anti-Predatory
Lending Database
Program 1008991-M

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



Doc# 1834010041 Fee \$74.25

IRHSP FEE: \$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/06/2018 10:47 AM PG: 1 OF 18

The property identified as: PIN: 07-18-202-158-0000

Address:

Street: 171 Basswood Dr

Street line 2:

City: Elk Grove Village

State: IL

ZIP Code: 60007

Lender: Anchor Loans, L.P.

Borrower: Nazneen Agha Estates LLC

Loan / Mortgage Amount: \$326,870.00

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

Return to:
Lakeland Title Services
1300 Iroquois Ave., Ste 100
Naperville, IL 60563

1008991-M
262

Certificate number: 92C83A64-DE60-4B6F-BA71-8F43554ACF51

Execution date: 9/19/2018

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P 18
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SCY
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INT 10

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This document was prepared by ~~and after~~
~~recording return to:~~

Anchor Loans, LP
 5230 Las Virgenes Road, Suite 105
 Calabasas, CA 91302

Return to:
 Lakeland Title Services
 1300 Iroquois Ave., Ste 100
 Naperville, IL 60563

Title Order No.: 1008991-M

Space above this line for recorder's use

MORTGAGE AND ASSIGNMENT OF RENTS

Loan No. 600290

This Mortgage and Assignment of Rents ("Mortgage" or "Security Instrument"), is made this 19th day of September, 2018, by NAZNEEN AGHA ESTATES LLC, an Illinois Limited Liability Company as to Parcel 1, NAZNEEN AGHA ESTATES LLC, an Illinois Limited Liability Company who acquired title as NAZNEEN AGHA ESTATES LLC as to Parcel 2 and NAZNEEN AGHA ESTATES LLC, an Illinois Limited Liability Company who acquired title as NAZNEEN AGHA ESTATES, LLC as to Parcel 3 (herein "Borrower"), whose address is 171 Basswood Drive, Elk Grove Village, IL 60007, to and for the benefit of ANCHOR LOANS, LP, a Delaware Limited Partnership, as to an undivided 100.000% interest equal to \$326,870.00 (herein "Lender") whose address is 5230 Las Virgenes Ave. Suite 105, Calabasas, CA 91302.

Lender has agreed to loan to Borrower the principal amount of three hundred twenty six thousand eight hundred seventy dollars (\$326,870.00) (the "Loan"), which is evidenced by a certain Note Secured By A Mortgage dated of even date herewith (as amended, restated or replaced from time to time, the "Note") made by Borrower and payable to the order of Lender in the principal amount of the Loan [and due on November 1, 2048 (the "Due Date"), except as may be accelerated pursuant to the terms hereof or of the Note or any other Loan Document (as hereinafter defined).

A condition precedent to Lender's extension of the Loan to Borrower is the execution and delivery of by Borrower of this Mortgage.

NOW, THEREFORE, to secure the payment of the Loan and the performance of the covenants and agreements herein contained by the Borrower to be performed, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby mortgages, grants, assigns, remises, releases, warrants and conveys to Lender, its successors and assigns, the following described real estate and all of its estate, right, title and interest therein, situated, lying and being in the County of Cook, State of Illinois, to wit:

See Exhibit A Attached Hereto

TOGETHER WITH all the improvements now or hereafter erected on the property, and all tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as borrower may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property";

TO HAVE AND TO HOLD the Property, unto Lender, its successors and assigns, forever, for the purposes and upon the uses herein set forth, together with all right to possession of the Property after the occurrence of a Default (as such term is hereinafter defined); Borrower hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State of Illinois.

THIS MORTGAGE IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by "Note", with payment of interest thereon, late charges, prepayment premiums and the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; the performance of the covenants and agreements of Borrower herein contained; (b) repayment of any future advances, with interest

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thereon, made to the Borrower by Lender pursuant to paragraph 25 hereof (herein "Future Advances"); (c) performance of each and every agreement, obligation, covenant and condition made by or imposed upon Borrower under this Mortgage (including, without limitation, those contained in any document incorporated by reference herein), any other document securing the Note or otherwise delivered to Lender as an inducement to Lender to make the Loan evidenced by the Note, and all supplements, amendments, modifications, extensions and renewals thereof (collectively, the "Loan Documents") and (d) the repayment of all amounts described in Section 24 below (the repayment and performance obligations identified in the foregoing clauses (a)-(d) above are collectively, the "Indebtedness"). In addition, this Mortgage shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage and convey the Property, that the Property is unencumbered except for encumbrances of record that are approved by Lender, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to encumbrances of record that are approved by Lender.

IT IS FURTHER UNDERSTOOD AND AGREED AS FOLLOWS:

1. Payments of Principal and/or Interest. Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment premiums and late charges as provided in the Note and the principal of and/or interest on any Future Advances secured by the Mortgage. Borrower will be required to pay a prepayment premium in connection with certain prepayments of the indebtedness, including a payment made after Lender's exercise of any right of acceleration of the Indebtedness as provided in the Note.

2. Funds for Taxes and Insurance (Impounds).

(a) Subject to applicable law, and if required by the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or any mortgage if such holder is an institutional lender.

(b) If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such an agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

(c) If the amount of Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require or, Lender may, in its sole discretion, apply any amounts held by Lender in the Holdback Account (as defined in the Construction Holdback Agreement) to payment of taxes, assessments, insurance premiums and ground rents as they fall due.

(d) Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, subject to Section 5/15-1512 of the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et. seq., Illinois Compiled Statutes) (as may be amended from time to time, the "Act"), all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, if applicable, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Prior Mortgages; Liens. Borrower shall perform all of Borrower's obligations under any mortgage or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower

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shall pay or cause to be paid, at least ten (10) days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance.

(a) Borrower agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be released to the Borrower. Such application or release shall not cure or waive any Default hereunder or invalidate any act done pursuant to such notice.

(b) The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage or other security agreement with a lien which has priority over this Mortgage.

(c) In the event of a loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

(d) If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply their insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

(e) If Borrower obtains earthquake, flood or any other hazard insurance, or any other insurance on the Property, and such insurance is not specifically required by the Lender, then such insurance shall: (i) name the Lender as loss payee thereunder, and (ii) be subject to all of the provisions of this paragraph 5.

(f) BORROWER IS HEREBY NOTIFIED PURSUANT TO THE ILLINOIS COLLATERAL PROTECTION ACT (815 ILCS 180/I ET. SEQ.) THAT UNLESS BORROWER PROVIDES LENDER WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY LENDER, LENDER MAY PURCHASE THE REQUIRED INSURANCE AT BORROWER'S EXPENSE TO PROTECT LENDER'S INTEREST IN THE PROPERTY. THIS INSURANCE MAY, BUT NEED NOT, PROTECT BORROWER'S INTERESTS. THE COVERAGE THAT LENDER PURCHASES MAY NOT PAY ANY CLAIM THAT BORROWER MAKES OR ANY CLAIM THAT IS MADE AGAINST BORROWER IN CONNECTION WITH THE PROPERTY. BORROWER MAY LATER CANCEL ANY INSURANCE PURCHASED BY LENDER, BUT ONLY AFTER PROVIDING LENDER WITH EVIDENCE THAT BORROWER HAS OBTAINED INSURANCE AS REQUIRED BY LENDER. IF LENDER PURCHASES INSURANCE FOR THE PROPERTY, BORROWER WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AT THE DEFAULT RATE (AS DEFINED IN THE NOTE) AND ANY OTHER CHARGES LENDER MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR THE EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE SHALL BE ADDED TO BORROWER'S TOTAL OUTSTANDING BALANCE OR OBLIGATION AND SHALL CONSTITUTE ADDITIONAL INDEBTEDNESS OWING BY BORROWER TO LENDER. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE BORROWER MAY BE ABLE TO OBTAIN ON ITS OWN.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security.

(a) If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Mortgage, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

(b) Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Mortgage. Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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8. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in conjunction with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage or other security agreement with a lien which has priority over this Mortgage.

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

11. Remedies Cumulative. Each right, power and remedy herein conferred upon Lender is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under any of the Loan Documents or at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Lender, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of Lender in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Default or acquiescence therein.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender, in care of Lender's Servicing Agent, Anchor Loans, LP, 5230 Las Virgenes Road, Suite 105, Calabasas, CA 91302 ("Agent") or to such other address as Lender or Agent may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. Governing Law. This Mortgage shall be governed by the Laws of the State of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage are declared to be severable.

15. Lender's Right to Require the Loan to be Paid off Immediately.

(a) If the Borrower shall sell, enter into a contract of sale, lease for a term of more than 2-years (including options to renew), lease with an option to purchase for any term, or transfer all or any part of the Property or an interest therein, excluding (i) the creation of a lien or encumbrance subordinate to this Mortgage, provided that such subordinate lien has been approved in advance by Lender, and such lien or encumbrance does not arise from or relate to any PACE HERO loan, any "clean energy" lien or loan designated to assist with "clean energy" upgrades, renovations, or products, any loans where payments are collected through property tax assessments, or arise from any subsequent lien that is designated as a super-voluntary lien and is deemed to have priority over the lien of this Security Instrument, or (ii) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and any other obligations secured by this Mortgage, together with accrued interest thereon, immediately due and payable, in full. No waiver of the Lender's right to accelerate shall be effective unless it is in writing.

(b) If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 13 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by the terms of this Mortgage, or otherwise available at law or in equity.

16. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Borrower hereby grants, transfers, sets over and assigns to Lender all of the right, title and interest of Borrower in and to (a) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables (collectively, "Rents") arising out of or from the Property, (b) all leases and subleases (collectively "Leases") now or hereafter existing, of all or any part of the Property, together with all guaranties of any such Leases and all security deposits delivered by tenants thereunder, (c) all rights and claims for damage against tenants arising out of defaults under the Leases; and (d) all tenant improvements and fixtures located on the Property. This Assignment is an absolute transfer and assignment of the foregoing interests to Lender given to secure the Indebtedness. Unless or until a Default, Borrower shall have the right to collect all Rents assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of a Default, Borrower's right to collect such Rents shall immediately terminate without further notice thereof to Borrower. In such event, Lender, in person, by Agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the Rents of the

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Property including those past due. All Rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

As further additional security hereunder, in the event that any portion of the subject property is leased to any party, Borrower shall provide Lender with fully a executed Tenant Estoppel Letter and provide a copy of fully executed Lease for each tenant in possession of any portion of the Property, a full Rent Roll evidencing the nature of any lease of any portion of the Property, including but not limited to an identification of the portion of the Property so leased, the name of the Tenant, the term of the tenancy, and the amount of periodic rent and other funds to be paid to the Borrower under the terms of the Lease.

17. Default. Any of the following events shall be deemed a "Default" under this Mortgage: (a) the occurrence of a default in the payment, when due, of principal or interest on the Note or any other sum secured hereby; or (b) the occurrence of a Default under any term, covenant, agreement, condition, provision, obligation, representation, warranty, or provisions in this Security Instrument, the Rider to Security Instrument attached hereto and incorporated by reference herein ("Rider"), in the Note, or in any other agreement secured hereby.; or (c) Borrower or any guarantor of the Note files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal, state or other statute or law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or similar officer of Borrower or of all or any substantial part of the property of Borrower or any guarantor of the Note are attached, seized, subjected to a writ or distress warrant or are levied upon; or (d) the commencement of any involuntary petition in bankruptcy against Borrower or any guarantor of the Note or the institution against Borrower or any guarantor of the Note of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future federal, state or other statute or law, or the appointment of a receiver, trustee or similar officer for all or any substantial part of the property of Borrower or any guarantor of the Note, or (e) the occurrence of a Default under any other note evidencing a loan made by Lender or serviced, arranged or made by Anchor Loans, LP or its Affiliates to Borrower or Borrower's partner, member, subsidiary or Borrower's Affiliate. As used in this Mortgage, "Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with a designated person or entity. Upon the occurrence of any Default under this Mortgage, Lender may, at its option, declare all sums secured hereby immediately due and payable without further notice to Borrower, with interest thereon accruing from the date of such Default until paid at the Default Rate (as defined in the Note); provided, however, that with respect to any Default described in subclause (c), if Borrower is the party to such Default, all principal of and interest on the Note shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived.

18. Foreclosure.

(a) Upon the occurrence of any Default under this Mortgage, Lender shall have the right to foreclose the lien hereof to satisfy the obligations secured hereby (or any part thereof) and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents or otherwise available at law or in equity, including all of the rights, powers and remedies available under the Act, as amended from time to time. It is further agreed that if any Default under this Mortgage occurs, as an alternative to the right of foreclosure for the full secured indebtedness after acceleration thereof, Lender shall have the right to institute partial foreclosure proceedings with respect to the portion of said indebtedness so in default, as if under a full foreclosure, and without declaring the entire secured indebtedness due (such proceeding being hereinafter referred to as a "partial foreclosure"), and provided that if foreclosure sale is made because of default of a part of the secured indebtedness, such sale may be made subject to the continuing lien of this Mortgage for the unmatured part of the secured indebtedness. It is further agreed that such sale pursuant to a partial foreclosure shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part, the lien hereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this Paragraph. Notwithstanding the filing of any partial foreclosure or entry of a decree of sale in connection therewith, Lender may elect at any time prior to a foreclosure sale pursuant to such decree to discontinue such partial foreclosure and to accelerate the entire secured indebtedness by reason of any uncured default under this Mortgage upon which such partial foreclosure was predicated or by reason of any other default under this Mortgage and proceed with full foreclosure proceedings. It is further agreed that several foreclosure sales may be made pursuant to partial foreclosures without exhausting the right of full or partial foreclosure sale for any unmatured part of the secured indebtedness. In the event of a foreclosure sale, Lender is hereby authorized, without the consent of Borrower, to assign any and all insurance policies to the purchaser at such sale, or to take such other steps as Lender may deem advisable to cause the interest of such purchaser to be protected by any of such insurance policies.

(b) In any suit to foreclose or partially 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 Lender for attorneys' fees, appraisers' fees, environmental audits, property inspections, 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, and similar data and assurances with respect to the title as Lender may deem 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 Property. All expenditures and

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expenses of the nature mentioned in this paragraph and such other expenses and fees as may be incurred in the enforcement of Borrower's obligations hereunder, the protection of the Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Note, or the Property, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Borrower, with interest thereon at the Default Rate and shall be secured by this Mortgage.

19. Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall, upon petition by Lender, appoint a receiver for the Property in accordance with the Act. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Borrower at the time of application for such receiver and without regard to the value of the Property or whether the same shall be then occupied as a homestead or not and Lender hereunder or any other holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Property (a) during the pendency of such foreclosure suit, (b) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and (c) during any further times when Borrower, but for the intervention of such receiver, would be entitled to collect such rents, issues and profits. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during said period, including, to the extent permitted by law, the right to lease all or any portion of the Property for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. The court from time to time may authorize the application of the net income received by the receiver in payment of (a) the Indebtedness, 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 foreclosure sale, and (b) any deficiency upon a sale and deficiency.

20. Lender's Right of Possession in Case of Default. At any time after a Default has occurred, Borrower shall, upon demand of Lender, surrender to Lender possession of the Property. Lender, in its discretion, may, with process of law, enter upon and take and maintain possession of all or any part of the Property, together with all documents, books, records, papers and accounts relating thereto, and may exclude Borrower and its employees, agents or servants therefrom, and Lender may then hold, operate, manage and control the Property, either personally or by its agent. Lender shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avals, rents, issues, and profits of the Property, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Without limiting the generality of the foregoing, Lender shall have full power to:

- (a) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Borrower to cancel the same;
- (b) elect to disaffirm any lease or sublease which is then subordinate to the lien hereof;
- (c) extend or modify any then existing leases and to enter into new leases, which extensions, modifications and leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Due Date and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower and all persons whose interests in the Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser;
- (d) make any repairs, renewals, replacements, alterations, additions, betterments and improvements to the Property as Lender deems are necessary;
- (e) insure and reinsure the Property and all risks incidental to Lender's possession, operation and management thereof; and
- (f) receive all of such avals, rents, issues and profits.

21. Rights of Tenants; Option of Lender to Subordinate. Lender shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a Decree of Foreclosure and Sale subject to the rights of any tenant or tenants of the Property having an interest in the Property prior and superior to that of Lender. The failure to join any such tenant or tenants of the Property as party defendant or defendants in any such civil action or the failure of any Decree of Foreclosure and Sale to foreclose their rights shall not be asserted by Borrower as a defense in any civil action instituted to collect the obligations secured hereby, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Property, any statute or rule of law at any time existing to the contrary notwithstanding. At the option of Lender, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Property upon the execution by Lender and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds for the county in which the Property is located, of a unilateral declaration to that effect.

22. Waiver of Right of Redemption and Reinstatement; Waiver of Commercial Reasonableness. Borrower hereby voluntarily and knowingly releases and waives any and all rights to retain possession of the Property after the occurrence of a Default under this Mortgage and any and all rights of redemption from judgment, as allowed under Section 5/15-1601(b) of the Act, and any and all rights of reinstatement under Section 5/15-1602 of the Act, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Borrower and on behalf of each and every person acquiring any interest in the

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Property subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption and reinstatement of Borrower and all such other persons are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law. Borrower shall not invoke or utilize any such law or laws or otherwise hinder, delay, or impede the execution of any right, power, or remedy herein or otherwise granted or delegated to the Lender, but shall permit the execution of every such right, power, and remedy as though no such law or laws had been made or enacted. Borrower acknowledges that the Property does not contain agricultural real estate, as said term is defined in Section 5/15-1201 of the Act, or residential real estate, as said term is defined in Section 5/15-1219 of the Act. To the fullest extent permitted by applicable law, Borrower, on its own behalf and on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Borrower hereby waives any claims based on allegations that Lender has failed to act in a commercially reasonable manner with respect to any matters whatsoever arising out of or in any way connected with the Lender.

Further, Borrower waives any right to assert any statute of limitations as a bar to the enforcement of this Security Instrument or to any action brought to enforce any Loan Document whether arising under present or future laws.

Borrower further waives all rights and remedies which Borrower may have or be able to assert by reason of the laws in the jurisdiction where the Property is located pertaining to the rights and remedies of sureties or guarantors.

Borrower specifically waives and releases all rights of homestead exemption in the Property and acknowledges that Borrower has not filed for record a declaration of homestead on the Property and the Property is not exempt from execution as a homestead. Borrower relinquishes all rights of curtesy and dower in the Property, if any. Borrower agrees not to occupy, or to permit any person related to or affiliated with Borrower, including Borrower's principals and any spouse of any principal of the Borrower (if any) to occupy any portion of the Property as a principal residence.

23. Compliance with Illinois Mortgage Foreclosure Law.

(a) If any provision in this Mortgage shall be inconsistent with any provision of the Act, provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(b) If any provision of this Mortgage shall grant to Lender (including Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of this Mortgage any powers, rights or remedies prior to, upon or following the occurrence of a Default which are more limited than the powers, rights or remedies that would otherwise be vested in Lender or in such receiver under the Act in the absence of said provision, Lender and such receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Lender which are of the type referred to in Section 5/15-1510 or 5/15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the Indebtedness and/or by the judgment of foreclosure.

24. Expenses. Borrower shall pay all expenses, charges, costs and fees relating to the indebtedness evidenced by the Note or necessitated by the terms of this Mortgage or any of the other Loan Documents, including without limitation, Lender's attorneys' fees in connection with the negotiation, documentation, administration, servicing and enforcement of this Mortgage, all filing, registration and recording fees, all other expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes, and other taxes (provided Borrower shall not be required to pay any income or franchise taxes of Lender), duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage. Borrower recognizes that, during the term of this Mortgage, Lender:

(a) May be involved in court or administrative proceedings, including, without restricting the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority and pollution control proceedings of any kind, to which Lender shall be a party by reason of this Mortgage or the Property, or any portion thereof, being involved directly or indirectly;

(b) May be involved in the clean-up, remediation or removal of any condition created or arising from any hazardous environmental condition existing at the Property;

(c) May make preparations following the occurrence of an Event of Default for the commencement of any suit for the foreclosure hereof, which may or may not be actually commenced;

(d) May make preparations following the occurrence of an Event of Default for, and do work in connection with, Lender's taking possession of and managing the Property, which possession or management may or may not actually occur;

(e) May make preparations for and commence other private or public actions to remedy an Event of Default hereunder, which other actions may or may not be actually commenced;

(f) May enter into negotiations with Borrower or any of its agents, employees or attorneys in connection with the existence or curing of any Event of Default, the sale of the Property or the transfer of the Property in lieu of foreclosure; or

(g) May enter into negotiations with Borrower or any of its agents, employees or attorneys pertaining to Lender's approval of actions taken or proposed to be taken by Borrower which approval is required by the terms of this Mortgage.

(d) All expenses, charges, costs and fees described in this Section shall be so much additional indebtedness secured by this Mortgage and shall be paid by Borrower forthwith upon demand.

25. Future Advances. Upon request of Borrower, Lender, at Lender's option prior the release of this Mortgage by Lender, may make Future Advances to Borrower. Such advances with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

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 Mortgage Rental (IL) Page 7 of 10

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26. Subordination of Property Manager's Lien and Real Estate Broker's Lien. Any property management agreement for the Property entered into hereafter by Borrower with a property manager shall contain a "no lien" provision whereby the property manager waives and releases any and all mechanics' lien rights that the property manager or anyone claiming by, through or under the property manager may have pursuant to the Illinois Mechanics Lien Act, 770 ILCS 6011 et seq. Such property management agreement or a short form thereof shall, at Lender's request, be recorded with the Recorder of Deeds of the county where Property is located. In addition, Borrower shall cause the property manager to enter into a Subordination of Management Agreement with Lender, in recordable form, whereby the property manager subordinates present and future lien rights and those of any party claiming by, through or under the property manager, to the lien of this Mortgage. Any agreement entered into hereafter by Borrower or any agent of Borrower with any "broker," as defined in the Real Estate License Act of 1983, 225 ILCS 455/1 et seq., for the purpose of selling, leasing or otherwise conveying an interest in the Property shall contain a "no lien" provision whereby such broker waives and releases any and all lien rights that such broker or anyone claiming by, through or under such broker may have pursuant to the Commercial Broker Lien Act, 770 ILCS 15/1 et seq. Borrower shall cause such broker to enter into a Subordination Agreement with Lender, in recordable form, whereby such broker subordinates present and future lien rights and those of any party claiming by, through or under such broker, to the lien of Lender.

27. Release. Lender shall release this Mortgage and the lien hereof by proper instrument upon payment and discharge of all of the indebtedness evidenced by the Note and secured by this Mortgage and the other Loan Documents, including payment of all reasonable expenses incurred by Lender in connection with the execution of such release.

28. Request for Notices. Borrower requests that copies of the notice of sale and notice of default be sent to Borrower's address which is the Property Address.

29. Construction or Home Improvement Loan. If the Loan secured by this Mortgage is a construction or home improvement loan, Borrower is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Borrower and Lender.

30. Acceptance by Lender of a Partial Payment After Default. By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Mortgage after a Default has occurred, or by accepting late performance of any obligation secured by this Mortgage, or by adding any payment so made to the Loan secured by this Mortgage, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare Default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender under this Mortgage shall constitute a waiver of any other right or remedy contained in this Mortgage, the other Loan Documents or provided by law.

31. Consent to Jurisdiction. TO INDUCE LENDER TO ACCEPT THE NOTE, BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THE NOTE AND THIS MORTGAGE WILL BE LITIGATED IN COURTS HAVING SITUS IN COOK COUNTY, ILLINOIS. BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN COOK COUNTY, ILLINOIS, WAIVES PERSONAL SERVICE OF PROCESS UPON BORROWER, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO BORROWER AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

32. Waiver of Jury Trial. BORROWER AND LENDER (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS MORTGAGE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS MORTGAGE, or (b) ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BORROWER AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

33. Environmental Indemnity. Borrower shall protect, indemnify and hold harmless Lender, its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorney's fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under or about the Property during the period of Borrower's ownership of the Property and prior thereto, including without limitation, (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the release of the lien of this Mortgage, or the transfer of the Property by foreclosure or deed-in-lieu thereof. "Hazardous Substance" shall mean all of the following:

(a) Any substance, material, or waste that is included within the definitions of "hazardous substances," "hazardous materials," "hazardous waste," "toxic substances," "toxic materials," "toxic waste," or words of similar import in any environmental law;

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(b) Those substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) (40 C.F.R. Part 302 and amendments thereto); and

(c) Any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical.

3.4. Miscellaneous.

(a) This Mortgage and all provisions hereof shall be binding upon and enforceable against Borrower and its assigns and other successors. This Mortgage and all provisions hereof shall inure to the benefit of Lender, its successors and assigns and any holder or holders, from time to time, of the Note.

(b) Time is of the essence hereof.

(c) Lender shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Borrower or of any tenant, subtenant, operator, concessionaire or licensee of Borrower in the conduct of their respective businesses, and without limiting the foregoing, Lender shall not be deemed to be such partner, joint venturer, agent or associate on account of Lender becoming a "mortgagee-in-possession" or exercising any rights pursuant to this Mortgage or otherwise.

(d) Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the actual taking of possession of the Property by Lender pursuant to this Mortgage.

(e) Notwithstanding anything to the contrary contained in this Mortgage, in no event shall the indebtedness secured by this Mortgage exceed an amount equal to \$653,740.00.

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the date first above written.

NAZNEEN AGHA ESTATES LLC, an Illinois Limited Liability Company

Nazneen Agha
Borrower By: Nazneen Agha, Managing Member Date 10/11/12

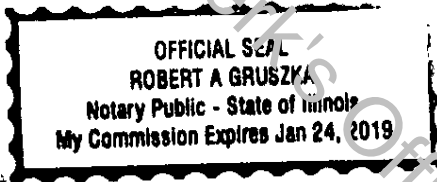
State of IL
County of Cook
On 10/11/12

before me, Robert A Gruszka, a Notary Public, personally appeared Nazneen Agha

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged to me that he/she executed the same as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



(Seal)

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EXHIBIT A

Property Information for Loan Number: 600290

Parcel #1

Address: 14843 Ellis Avenue Dolton IL 60419

County: Cook, State of Illinois

Legal Description: THE NORTH 40 FEET OF THE SOUTH 80 FEET OF LOTS 1, 2, 3 AND 4, INCLUSIVE, IN BLOCK 1 IN GREENWOOD TERRACE, BEING A RESUBDIVISION OF BLOCKS 1, 2, 3, 4 AND 6 (EXCEPT LOTS 29 TO 36 INCLUSIVE) OF THE SUBDIVISION OF PART OF THE SOUTH 25 ACRES OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH LOT 1 IN BERNARD ENGLE'S SUBDIVISION IN SAID SECTION, ALL IN COOK COUNTY, ILLINOIS.

PIN: 29-11-125-066-0000

Parcel #2

Address: 1040 Colony Lake Drive Schaumburg IL 60194

County: Cook, State of Illinois

Legal Description: PARCEL 2: THAT PART OF LOT 43 IN COLONY LAKE CLUB, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE EAST OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN VILLAGE OF SCHAUMBURG, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 43; THENCE EASTWARD ALONG THE NORTH LINE OF SAID LOT 43, SOUTH 89 DEGREES 58 MINUTES 22 SECONDS EAST, A DISTANCE OF 128.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EASTWARD ALONG THE SAID NORTH LINE OF SOUTH 89 DEGREES 58 MINUTES 22 SECONDS EAST, A DISTANCE OF 56.38 FEET TO AN ANGLE POINT; THENCE CONTINUING EASTWARD ALONG THE NORTHERLY LINE OF SAID LOT 43, SOUTH 52 DEGREES 32 MINUTES 23 SECONDS EAST, A DISTANCE OF 28 FEET TO THE NORTHEAST CORNER OF SAID LOT 43; THENCE SOUTHWESTWARD ALONG THE SOUTHEASTERLY LINE OF SAID LOT 43, SOUTH 27 DEGREES 40 MINUTES 45 SECONDS WEST, A DISTANCE OF 123.07 FEET TO THE SOUTHEAST CORNER OF SAID LOT 43; THENCE WESTWARD ALONG THE SOUTHERLY LINE OF SAID LOT 43; BEING A CURVED LINE, CONVEYED TO THE NORTH OF 50 FEET IN RADIUS, FOR AN ARC LENGTH OF 31.78 FEET; THENCE NORTH 2 DEGREES 08 MINUTES 16 SECONDS EAST, A DISTANCE OF 108.01 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NUMBER 23860389 AND AMENDED BY DOCUMENT NUMBER 24060823 AND OVER PRIVATE STREET AS SHOWN ON THE PLATS OF COLONY LAKE CLUB UNITS 1 AND 2 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

PIN: 07-16-106-061-0000

Parcel #3

Address: 2100 Stanley Court Schaumburg IL 60194

County: Cook, State of Illinois

Legal Description: PARCEL 1 UNIT 4 AREA 19 LOT 10 IN SHEFFIELD TOWN UNIT 4, BEING A SUBDIVISION OF PARTS OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1971, AS DOCUMENT NUMBER 21699881, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE AS SET FORTH IN THE PLAT OF SUBDIVISION RECORDED NOVEMBER 4, 1971 AS DOCUMENT NUMBER 21699881 AND IN DECLARATION RECORDED OCTOBER 23, 1970 AS DOCUMENT NUMBER 21298600, IN COOK COUNTY, ILLINOIS.

PIN: 07-18-202-158-0000

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[600290/EBIS]

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RIDER TO SECURITY INSTRUMENT

Loan No. 600290

This Rider is made this 19th day of September, 2018, by and among the Mortgagor(s) NAZNEEN AGHA ESTATES LLC, an Illinois Limited Liability Company as to Parcel 1, NAZNEEN AGHA ESTATES LLC, an Illinois Limited Liability Company who acquired title as NAZNEEN AGHA ESTATES LLC as to Parcel 2 and NAZNEEN AGHA ESTATES LLC, an Illinois Limited Liability Company who acquired title as NAZNEEN AGHA ESTATES, LLC as to Parcel 3 (herein "Borrower" or "Mortgagor"), whose address is 171 Basswood Drive, Elk Grove Village IL 60007 and ANCHOR LOANS, LP, a Delaware Limited Partnership, as to an undivided 100.000% interest equal to \$326,870.00, authorized to do business in Illinois as a Lender, (herein collectively "Lender" and "Mortgagee") whose address is 5230 Las Virgenes Road, Suite 105, Calabasas, CA 91302, and is incorporated herein in its entirety into the Note and Security Instrument which precedes this Rider.

Any reference to Lender herein shall include Lender's designated Servicing Agent.

1. NOTICE OF MATERIAL CHANGES AND CONTINUING OBLIGATIONS

Borrower acknowledges and agrees that Borrower has a continuing obligation to provide written notice to Lender of any of the following material changes regarding the property covered by the Security Instrument:

- a. **Property Manager.** If the property is not directly managed by Borrower but is or will be managed by a third-party ("Property Manager"), any engagement of or change in the Property Manager, including, but not limited to termination, name change, or any other material change.
 - i. Upon request by Lender, Borrower shall also provide to Lender, a fully executed copy of any Property Management Agreement for the management of the Property by any third party.
 - ii. Borrower shall execute an Assignment of Management Agreement and Subordination of Management Fees ("Assignment of Management Agreement") in form and substance to be approved by Lender and any such further Assignment of Management Agreement as may be required from time to time.
 - iii. Borrower shall at all times comply with the terms of such Assignment of Management Agreement, including but not limited to providing Lender advance written notice of any termination, modification or amendment according as may be required and executing an Assignment of Management Agreement for any Replacement Manager as provided therein..
- b. **Occupancy and Vacancy Rate.** Any change in the vacancy rate of the Property according to the schedule set forth in this Rider.
 - i. Upon request of Lender, Borrower shall promptly provide a copy of all executed Leases or rental agreements ("Lease") between tenants and Borrower or the Property Manager.
 - ii. All Leases shall be reduced to writing.
- c. **Rent Roll.** Borrower shall provide written notice to Lender of any change in the rent roll within fifteen (15) days after any such change and within fifteen days (15) after the end of each fiscal quarter in such a form and substance acceptable to Lender. Said rent roll shall include a complete listing of any Lease or rental agreements pertaining to any portion of the Property, the address subject to the Lease, the name of the Tenant, the term of the tenancy, and the amount of periodic rent and other funds paid to the Borrower under the terms of the Lease.
- d. **Other Changes.** Any material change that affects the value of the Property, including but not limited to cosmetic renovations or upgrades such as replacement of appliances, fixtures, flooring, and the like.
- e. **Transfer of Property or Beneficial Ownership of Borrower without Consent.** Borrower shall provide advance written notice of and obtain Lender's written consent prior to the transfer or sale of any interest in the Property or any direct or indirect legal or beneficial ownership interest of Borrower of more than 25%.

2. Assignment of Rents; Appointment of Receiver; Lender in Possession;

- a. As part of the consideration for the Indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all Rents, notwithstanding anything to the contrary in the Note or Security Instrument.

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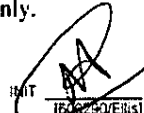
(600290/ELLS)

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- i. It is the intention of Borrower to establish a present, absolute and irrevocable transfer and assignment to Lender of all Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Borrower.
 - ii. Promptly upon request by Lender, Borrower agrees to execute and deliver such further assignments as Lender may from time to time require. Borrower and Lender intend this assignment of Rents to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only.
 - iii. For purposes of giving effect to this absolute assignment of Rents, and for no other purpose, Rents will not be deemed to be a part of the Property. However, if this present, absolute and unconditional assignment of Rents is not enforceable by its terms under the laws of the Property Jurisdiction, then the Rents will be included as a part of the Property and it is the intention of Borrower that in this circumstance this Rider create and perfect a Lien on Rents in favor of Lender, which Lien will be effective as of the date of this Rider.
- b. Until the occurrence of an Event of Default,
 - i. Lender hereby grants to Borrower a revocable license to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender and to apply all Rents to pay the installments of interest and principal then due and payable under the Note and the other amounts then due and payable under the other Loan Documents, including Imposition Reserve Deposits, and to pay the current costs and expenses of managing, operating and maintaining the Property, including utilities, Taxes and insurance premiums (to the extent not included in Imposition Reserve Deposits), tenant improvements and other capital expenditures.
 - ii. So long as no Event of Default has occurred and is continuing, the Rents remaining after application pursuant to the preceding sentence may be retained by Borrower free and clear of, and released from, Lender's rights with respect to Rents under this Rider.
- c. After the occurrence of an Event of Default, and during the continuance of such Event of Default,
 - i. Borrower authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the Property to pay all Rents to, or as directed by, Lender.
 - ii. From and after the occurrence of an Event of Default, and during the continuance of such Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Property directly, or by a receiver, Borrower's license to collect Rents will automatically terminate and Lender will without Notice be entitled to all Rents as they become due and payable, including Rents then due and unpaid. Borrower will pay to Lender upon demand all Rents to which Lender is entitled.
- d. At any time on or after the date of Lender's demand for Rents, Lender may give, and Borrower hereby irrevocably authorizes Lender to give, notice to all tenants of the Property instructing them to pay all Rents to Lender. No tenant will be obligated to inquire further as to the occurrence or continuance of an Event of Default. No tenant will be obligated to pay to Borrower any amounts which are actually paid to Lender in response to such a notice. Any such notice by Lender will be delivered to each tenant personally, by mail or by delivering such demand to each rental Property. Borrower will not interfere with and will cooperate with Lender's collection of such Rents.

3. Assignment of Leases; Leases Affecting the Property.

- a. As part of the consideration for the Indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all of Borrower's right, title and interest in, to and under the Leases, including Borrower's right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.
 - i. It is the intention of Borrower to establish a present, absolute and irrevocable transfer and assignment to Lender of all of Borrower's right, title and interest in, to and under the Leases. Borrower and Lender intend this assignment of the Leases to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only.



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- ii. For purposes of giving effect to this absolute assignment of the Leases, and for no other purpose, the Leases will not be deemed to be a part of the Property.
 - iii. However, if this present, absolute and unconditional assignment of the Leases is not enforceable by its terms under the laws of the Property Jurisdiction, then the Leases will be included as a part of the Property and it is the intention of Borrower that in this circumstance this Rider create and perfect a Lien on the Leases in favor of Lender, which Lien will be effective as of the date of this Rider.
- b. Until Lender gives Notice to Borrower of Lender's exercise of its rights under this Rider or the Security Instrument, Borrower will have all rights, power and authority granted to Borrower under any Lease (except as otherwise limited by this Section or any other provision of this Rider), including the right, power and authority to modify the terms of any Lease or extend or terminate any Lease. Upon the occurrence of an Event of Default, and during the continuance of such Event of Default, the permission given to Borrower pursuant to the preceding sentence to exercise all rights, power and authority under Leases will automatically terminate. Borrower will comply with and observe Borrower's obligations under all Leases, including Borrower's obligations pertaining to the maintenance and disposition of tenant security deposits.
- c. Borrower acknowledges and agrees that the exercise by Lender, either directly or by a receiver, of any of the rights conferred under this Section will not be construed to make Lender a mortgagee-in-possession of the Property so long as Lender has not itself entered into actual possession of the Land and the Improvements.
- i. The acceptance by Lender of the assignment of the Leases pursuant to this Rider or the Security Instrument will not at any time or in any event obligate Lender to take any action under this Rider or to expend any money or to incur any expenses.
 - ii. Except to the extent of Lender's gross negligence or willful misconduct, Lender will not be liable in any way for any injury or damage to person or property sustained by any Person or Persons in or about the Property.
 - iii. Prior to Lender's actual entry into and taking possession of the Property, Lender will not be obligated for any of the following:
 - A. Lender will not be obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease).
 - B. Lender will not be obligated to appear in or defend any action or proceeding relating to the Lease or the Property.
 - C. Lender will not be responsible for the operation, control, care, management or repair of the Property or any portion of the Property. The execution of this Rider by Borrower will constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Property is and will be that of Borrower, prior to such actual entry and taking of possession.
- d. Upon delivery of Notice by Lender to Borrower of Lender's exercise of Lender's rights under this Section at any time after the occurrence of an Event of Default, and during the continuance of such Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, Lender immediately will have all rights, powers and authority granted to Borrower under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.
- e. Borrower will, promptly upon Lender's request, deliver to Lender an executed copy of each residential Lease then in effect.

4. Additional Remedies.

If an Event of Default has occurred and is continuing, then Lender will have each of the following rights and may take any of the following actions:

- a. Lender may, regardless of the adequacy of Lender's security or the solvency of Borrower and even in the absence of waste, enter upon and take and maintain full control of the Property in order to perform all acts that

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Lender in its discretion determines to be necessary or desirable for the operation and maintenance of the Property, including the execution, cancellation or modification of Leases, the collection of all Rents, the making of Repairs to the Property and the execution or termination of contracts providing for the management, operation or maintenance of the Property, for the purposes of enforcing the assignment of Rents pursuant to this Rider and the Loan Documents, protecting the Property or the security of this Rider, or for such other purposes as Lender in its discretion may deem necessary or desirable.

- b. Alternatively, if an Event of Default has occurred and is continuing, regardless of the adequacy of Lender's security, without regard to Borrower's solvency and without the necessity of giving prior notice (oral or written) to Borrower, Lender may apply to any court having jurisdiction for the appointment of a receiver for the Property to take any or all of the actions set forth in the preceding sentence. If Lender elects to seek the appointment of a receiver for the Property at any time after an Event of Default has occurred and is continuing, Borrower, by its execution of this Rider, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte* if permitted by applicable law.
- c. Lender or the receiver, as the case may be, will be entitled to receive a reasonable fee for managing the Property.
- d. Immediately upon appointment of a receiver or immediately upon Lender's entering upon and taking possession and control of the Property, Borrower will surrender possession of the Property to Lender or the receiver, as the case may be, and will deliver to Lender or the receiver, as the case may be, all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Property and all security deposits and prepaid Rents.
- e. If Lender takes possession and control of the Property, then Lender may exclude Borrower and its representatives from the Property. Borrower acknowledges and agrees that the exercise by Lender of any of the rights conferred under this Rider will not be construed to make Lender a mortgagee-in-possession of the Property so long as Lender has not itself entered into actual possession of the Land and Improvements.
- f. If Lender enters the Property, Lender will be liable to account only to Borrower and only for those Rents actually received. Except to the extent of Lender's gross negligence or willful misconduct, Lender will not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property, by reason of any act or omission of Lender and Borrower hereby releases and discharges Lender from any such liability to the fullest extent permitted by law.
- g. If the Rents are not sufficient to meet the costs of taking control of and managing the Property and collecting the Rents, any funds expended by Lender for such purposes will become an additional part of the Indebtedness as provided in the Note and Security Instrument.

Any entering upon and taking of control of the Property by Lender or the receiver, as the case may be, and any application of Rents as provided in this Rider will not cure or waive any Event of Default or invalidate any other right or remedy of Lender under applicable law or provided for in this Rider.

5. Additional Events of Default

In addition to any Event of Default identified in the Note or Security Instrument, any of the following events shall be deemed a default under the Security Instrument:

- a. any increase in the "vacancy rate" for which said vacancy rate continues for more than sixty (60) days. "Vacancy rate" shall mean the number of units vacant compared to the total number of rental units secured by the Security Instrument which is the greater of:
 - i. 5%
 - ii. market vacancy percentage for similarly restricted properties in the market, as determined by Lender, or
 - iii. actual vacancy percentage for the Property

Units occupied by employees and model units will be deemed occupied for purposes of calculating the vacancy rate.

INIT [Signature]

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- b. any decrease in rents collected, due to nonpayment by a Tenant for a period of sixty (60) days without the commencement of legal action to obtain possession

6. No Prior Assignment; Prepayment of Rents.

Borrower has (a) not executed any prior assignment of Rents (other than an assignment of Rents securing any prior indebtedness that is being assigned to Lender, or that is being paid off and discharged with the proceeds of the Loan evidenced by the Note or, if this Loan Agreement is entered into in connection with a Supplemental Loan, other than an assignment of Rents securing any Senior Indebtedness), and (b) not performed any acts nor executed, and will not execute, any instrument which would prevent Lender from exercising its rights under any Loan Document. At the time of execution of this Loan Agreement, unless otherwise approved by Lender in writing, there has been no prepayment of any Rents for more than 2 months prior to the due dates of such Rents other than the last month's rent, if collected at the time a tenant enters into a Lease.

Borrower will not receive or accept Rent under any Lease (whether a residential Lease or a Non-Residential Lease) for more than 2 months in advance. In no event will Borrower receive or collect Prepaid Rent for more than one year in advance. Every month in which Borrower has received Prepaid Rent, Borrower will provide Lender with a monthly report showing any Lease as to which Borrower has received Prepaid Rent

NAZNEEM AGHA ESTATES LLC an Illinois Limited Liability Company


 Borrower By: Nazneen Agha, Managing Member Date 10/11/17

Property of Cook County Clerk's Office


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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

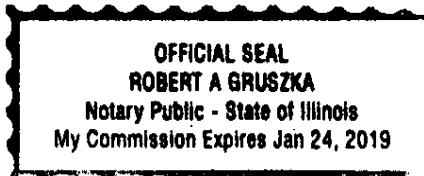
State of IL

County of Cook

On 12/11/19 before me, Robert A Gruszka, notary public, personally appeared Muzneen Agha who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of IL that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

[Handwritten Signature]

(Seal)

Property of Cook County Clerk's Office

[Handwritten Signature]
12/11/19 [000:50/ENs]

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EXHIBIT A:

THE NORTH 40 FEET OF THE SOUTH 80 FEET OF LOTS 1, 2, 3 AND 4, INCLUSIVE, IN BLOCK 1 IN GREENWOOD TERRACE, BEING A RESUBDIVISION OF BLOCKS 1, 2, 3, 4 AND 6 (EXCEPT LOTS 29 TO 36 INCLUSIVE) OF THE SUBDIVISION OF PART OF THE SOUTH 25 ACRES OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH LOT 1 IN BERNARD ENGLE'S SUBDIVISION IN SAID SECTION, ALL IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY: 29-11-125-066-0000 :
14843 Ellis Ave, Dolton IL 60419

(Affects Parcel 1)

PARCEL 1: THAT PART OF LOT 43 IN COLONY LAKE CLUB, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE EAST OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN VILLAGE OF SCHAUMBURG, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 43; THENCE EASTWARD ALONG THE NORTH LINE OF SAID LOT 43, SOUTH 89 DEGREES 58 MINUTES 22 SECONDS EAST, A DISTANCE OF 128.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EASTWARD ALONG THE SAID NORTH LINE OF SOUTH 89 DEGREES 58 MINUTES 22 SECONDS EAST, A DISTANCE OF 56.38 FEET TO AN ANGLE POINT; THENCE CONTINUING EASTWARD ALONG THE NORTHERLY LINE OF SAID LOT 43, SOUTH 52 DEGREES 32 MINUTES 23 SECONDS EAST, A DISTANCE OF 28 FEET TO THE NORTHEAST CORNER OF SAID LOT 43; THENCE SOUTHWESTWARD ALONG THE SOUTHEASTERLY LINE OF SAID LOT 43, SOUTH 27 DEGREES 40 MINUTES 45 SECONDS WEST, A DISTANCE OF 123.07 FEET TO THE SOUTHEAST CORNER OF SAID LOT 43; THENCE WESTWARD ALONG THE SOUTHERLY LINE OF SAID LOT 43; BEING A CURVED LINE, CONVEYED TO THE NORTH OF 50 FEET IN RADIUS, FOR AN ARC LENGTH OF 31.78 FEET; THENCE NORTH 2 DEGREES 08 MINUTES 16 SECONDS EAST, A DISTANCE OF 108.01 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NUMBER 23860589 AND AMENDED BY DOCUMENT NUMBER 24060823 AND OVER PRIVATE STREET AS SHOWN ON THE PLATS OF COLONY LAKE CLUB UNITS 1 AND 2 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS

FOR INFORMATION ONLY: 1040 Colony Lake Drive, Schaumburg, IL 60194
PIN 07-16-106-061-0000

(affects parcel 2)

PARCEL 1 UNIT 4 AREA 19 LOT 10 IN SHEFFIELD TOWN UNIT 4, BEING A SUBDIVISION OF PARTS OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1971, AS DOCUMENT NUMBER 21699881, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE AS SET FORTH IN THE PLAT OF SUBDIVISION RECORDED NOVEMBER 4, 1971 AS DOCUMENT NUMBER 21699881 AND IN DECLARATION RECORDED OCTOBER 23, 1970 AS DOCUMENT NUMBER 21298600, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY: 2100 Stanley Court, Schaumburg, IL 60194
PIN 07-18-202-158-0000

(affects parcel 3)