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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1902213122

Doc# 1902213122 Fee \$72.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/22/2019 11:14 AM PG: 1 OF 11

The property identified as: PIN: 17-09-122-002-0000

Address:

Street: 676 Kingsbury, Unit 104

Street line 2:

City: Chicago

State: IL

ZIP Code: 60654

Lender: Schaumburg Bank & Trust Co.

Borrower: MSM Solutions, Inc.

Loan / Mortgage Amount: \$5,000,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

Certificate number: 2BD9E186-3B6C-485B-8218-85CF4E20E1E8

Execution date: 12/26/2018

RW

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*THIS INSTRUMENT PREPARED
BY AND RETURN TO:*

Katherine A. Attebery, Esq.
Horwood Marcus & Berk Chartered
500 West Madison Street
Suite 3700
Chicago, Illinois 60661

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT ("Mortgage") is made as of the 27th day of December, 2018, by **MARIO MCINTOSH**, individually ("Mortgagor"), to and for the benefit of **SCHAUMBURG BANK & TRUST CO.**, an Illinois banking corporation, its successors and assigns ("Mortgagee").

WHEREAS, Mortgagor owns certain real property located in Chicago, Illinois, as further described on **Exhibit A** attached hereto and made a part hereof (the "Real Estate").

WHEREAS, the Mortgagor is the President and shareholder of MSM Solutions, Inc., an Illinois corporation ("MSM"). MSM and Mortgagee entered into that certain Loan Agreement (Asset Based) dated as of May 2, 2017 (the "Loan Agreement"), pursuant to which Lender made available to MSM a loan in the maximum principal amount of \$5,000,000.00 (the "Loan"). The Loan is evidenced by that certain Promissory Note dated as of May 2, 2017, in the stated principal amount of Five Million and 00/100 Dollars (\$5,000,000.00) (the "Note").

WHEREAS, Mortgagor executed and delivered to Lender that certain Commercial Guaranty dated as of May 2, 2017, in favor of Lender (the "Guaranty"), and collectively with the Loan Agreement, the Note, and all other documents evidencing and/or securing the Note, the "Loan Documents"), pursuant to which Mortgagor guaranteed all amounts due and owing under the Note to Mortgagee.

WHEREAS, MSM has requested, and Mortgagee has agreed, to modify the Loan Documents to, among other things, extend the Maturity Date of the Note and add Mac Capital Investments, LLC (together with MSM, the "Borrower") as a co-Borrower under the Loan ("Loan Modification"), provided that Borrower cause Mortgagor to provide the Real Estate as additional collateral for the Guaranty.

WHEREAS, Mortgagor shall derive substantial economic benefit from such Loan Modification and agrees to provide the Real Estate as additional Collateral.

TO SECURE to Mortgagee the amounts due under the Guaranty and Mortgagor's performance thereunder, the payment of all charges provided herein and all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the

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performance of the covenants and agreements contained herein and in the Guaranty, all future advances and all other indebtedness or obligations of Mortgagor to Mortgagee whether now or hereafter existing (collectively, the "Secured Obligations" or "Obligations") and also in consideration of \$10.00, the receipt and sufficiency whereof are acknowledged, Mortgagor does hereby convey, grant, mortgage and warrant to Mortgagee the Real Estate, subject only to covenants, conditions, easements and restrictions set forth on **Exhibit "B"**, if any ("Permitted Encumbrances");

TOGETHER WITH all buildings, structures, improvements, tenements, fixtures, easements, mineral, oil and gas rights, water rights, appurtenances thereunto belonging, title or reversion in any parcels, strips, streets and alleys adjoining the Real Estate, any land or vaults lying within any street, thoroughfare, or alley adjoining the Real Estate, and any privileges, licenses, and franchises pertaining thereunto, all of the foregoing now or hereafter acquired, all leasehold estates and all rents, issues and profits thereof, for so long and during all such times as Mortgagor, its successors and assigns may be entitled thereto, all the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to: (i) proceeds of insurance in effect with respect to the Real Estate or any improvements thereon and (ii) any and all awards, claims for damages, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate or any improvements thereon, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (collectively "Awards") (which are pledged primarily and on a parity with the Real Estate and not secondarily), and all apparatus, equipment or articles now or hereafter located thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, and any other apparatus, equipment or articles used or useful in the operation of the property including all additions, substitutions and replacements thereof. All of the foregoing are declared to be a part of the Real Estate whether physically attached or not, and it is agreed that all improvements, apparatus, equipment, articles and fixtures hereafter placed on the Real Estate by or at the direction of Mortgagor or its successors or assigns shall be considered as constituting part of the Real Estate, and, together with the Real Estate are hereinafter collectively referred to as the "Property". To have and to hold the Property unto the Mortgagee, its successors and assigns forever for the purposes and uses set forth herein, free from all rights and benefits under any Homestead Exemption laws of the state in which the Property is located, which rights and benefits Mortgagor does hereby expressly release and waive.

Mortgagor and Mortgagee covenant and agree as follows:

1. Payment of Principal and Interest. Mortgagor shall promptly pay or perform or cause to be paid or performed when due all of the Secured Obligations.
2. Liens. Mortgagor shall keep the Property free from mechanics' and all other liens and encumbrances, except Permitted Encumbrances and statutory liens for real estate taxes and assessments not yet due and payable. However, notwithstanding the immediately previous sentence, Mortgagor shall have the right to contest in good faith and with reasonable diligence the validity of any lien or claimed lien so long as Mortgagor continues to diligently pursue such contest.

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Upon the adverse conclusion of any contest, Mortgagor will immediately satisfy any judgment rendered or decree entered and will at its expense cause such lien to be released.

3. Taxes and Assessments; Rents. Mortgagor shall pay or cause to be paid when due all condominium assessments, water, sewer and other charges, fines, fees, taxes, claims, levies, expenses, liens (including mechanics' liens, materialmen's liens and similar liens) and assessments, ordinary or extraordinary, governmental or non-governmental, statutory or otherwise (all of the foregoing being herein collectively referred to as "Impositions") attributable to the Property and leasehold payments, if any. Upon written request from Mortgagee, Mortgagor shall provide evidence satisfactory to Mortgagee of compliance with these requirements promptly after the respective due dates for payment. Mortgagor shall pay, in full, but under protest in the manner provided by statute, any tax or assessment Mortgagor desires to contest.

4. Insurance.

A. Coverage. Mortgagor, at its sole cost and expense, shall insure and keep insured the Property against such perils and hazards, and in such amounts and with such limits, as Mortgagor may from time to time require, including insurance against loss or damage by flood or mud slide in compliance with the Flood Disaster Protection Act of 1973, as amended from time to time, if the Property is now, or at any time while the Secured Obligations remain outstanding shall be, situated in any area which an appropriate governmental authority designates as a special flood hazard area, Zone A or Zone V, in amounts equal to the full replacement value of all above grade structures on the Property.

B. Policy Requirements. All insurance shall (i) be carried in companies with a Best's rating of A/X or better, or otherwise acceptable to Mortgagor; (ii) in form and content acceptable to Mortgagee; (iii) provide ten days' advance written notice to Mortgagor before any cancellation, adverse material modification or notice of non-renewal; (iv) to the extent limits are not otherwise specified herein, contain deductibles which are in amounts acceptable to Mortgagor; and (v) provide that no claims shall be paid thereunder without ten days' advance written notice to Mortgagee. All deductibles shall be in amounts acceptable to Mortgagee. In the event of the foreclosure of this Mortgage or any other transfer of title to the Property in full or partial satisfaction of the Secured Obligations, all right, title and interest of Mortgagor in and to all insurance policies and renewals thereof then in force shall pass to the purchaser or grantee.

C. Delivery of Policies. Any notice pertaining to insurance and required pursuant to this Paragraph 4 shall be given in the manner provided in Paragraph 12 below at Mortgagee's address stated below. If Mortgagee has not received satisfactory evidence of such renewal or substitute insurance in the time frame herein specified, Mortgagee shall have the right, but not the obligation, to purchase such insurance for Mortgagee's interest only. Any amounts so disbursed by Mortgagee pursuant to this Section shall be a part of the Secured Obligations and shall bear interest at the Default Rate (as the term is defined in the Note). Nothing contained in this Paragraph 4 shall require Mortgagee to incur any expense or take any action hereunder, and inaction by Mortgagee shall never be considered a waiver of any right accruing to Mortgagee on account of this Paragraph 4.

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D. Notice of Casualty. Mortgagor shall give immediate notice of any loss to Mortgagee. In case of loss covered by any of such policies, Mortgagee is authorized to adjust, collect and compromise in its discretion, all claims thereunder and in such case, Mortgagor covenants to sign upon demand, or Mortgagee may sign or endorse on Mortgagor's behalf, all necessary proofs of loss, receipts, releases and other papers required by the insurance companies to be signed by Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact for the sole and exclusive purpose set forth in the preceding sentence, but for no other purpose. Mortgagee may deduct from such insurance proceeds any expenses incurred by Mortgagee in the collection and settlement thereof, including, but not limited to, attorneys' and adjusters' fees and charges.

E. Application of Proceeds. If all or any part of the Property shall be damaged or destroyed by fire or other casualty or shall be damaged or taken through the exercise of the power of eminent domain or other cause described in Paragraph 7, Mortgagor shall promptly and with all due diligence restore and repair the Property regardless of whether the net insurance proceeds, award or other compensation (collectively, the "Proceeds") are sufficient to pay the cost of such restoration or repair. Mortgagee may require that all plans and specifications for such restoration or repair be submitted to and approved by Mortgagee in writing prior to commencement of the work. The entire amount of the Proceeds shall be made available to Mortgagor on the terms and conditions set forth in this Paragraph 4 to finance the cost of restoration or repair with any excess to be applied to the Secured Obligations.

5. Use, Preservation and Maintenance of Property. Mortgagor shall keep the Property in good condition and repair and shall not commit waste or permit impairment or deterioration of the Property. Mortgagor shall not allow store, treat or dispose of hazardous material as defined in Paragraph 22, nor permit the same to exist or be stored, treated or disposed of, from or upon the Property. Mortgagor shall promptly restore or rebuild any buildings or improvements now or hereafter on the Property which may become damaged or destroyed. Mortgagor shall comply with all requirements of any condominium or homeowners' association, laws or municipal ordinances with respect to the use, operation, and maintenance of the Property, including all environmental, health and safety laws and regulations, and shall make no material alterations in the Property, except as required by law, without the prior written consent of Mortgagee. Mortgagor shall not grant or permit any easements, licenses, covenants or declarations of use against the Property without Mortgagee's prior written consent, which shall not be unreasonably conditioned, withheld or delayed.

6. Protection of Mortgagee's Security. If Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage, the Guaranty or the other Loan Documents, or if any action or proceeding is threatened or commenced which materially affects Mortgagee's interest in the Property, then Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as it deems expedient or necessary to protect Mortgagee's interest, including: (i) making repairs; (ii) paying, settling, or discharging tax liens, mechanics' or other liens, paying ground rents (if any); (iii) procuring insurance; and (iv) renting, operating and managing the Property and paying operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Property shall be operational and usable for its intended purposes. Mortgagee,

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in making such payments of Impositions and assessments, may do so in accordance with any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of same or into the validity thereof. Any amounts disbursed by Mortgagee pursuant to this Paragraph 6 shall be part of the Secured Obligations and shall bear interest at the Default Rate. Nothing contained in this Paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder, and inaction by Mortgagee shall never be considered a waiver of any right accruing to Mortgagee on account of this Paragraph 6.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection 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 directly to Mortgagee. Mortgagor hereby grants a security interest to Mortgagee in and to such proceeds. Mortgagee is authorized to collect such proceeds and, at Mortgagee's sole option and discretion, to apply said proceeds either to restoration or repair of the Property or in payment of the Secured Obligations. In the event the Property is restored, Mortgagee may pay the condemnation proceeds in accordance with its customary construction loan payment procedures, and may charge its customary fee for such services.

8. Mortgagor Not Released; Forbearance by Mortgagee Not a Waiver; Remedies Cumulative. Extension or other modification granted by Mortgagee to any successor in interest of Mortgagor of the time for payment or performance of all or any part of the Secured Obligations shall not operate to release, in any manner, the liability of the Mortgagor. Any forbearance or inaction by Mortgagee 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. Any acts performed by Mortgagee to protect the security of this Mortgage, as authorized by Paragraph 6 or otherwise, shall not be a waiver of any rights or remedies of Mortgagee hereunder. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively. No consent or waiver by Mortgagee to or of any breach or default by Mortgagor shall be deemed a consent or waiver to or of any other breach or default.

9. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective heirs, executors, legal representatives, successors and assigns of Mortgagee and Mortgagor.

10. Charges. If the Obligations secured by this Mortgage are subject to a law which sets maximum charges, and that law is finally interpreted so that the interest or other charges collected or to be collected in connection with the Obligations exceed the permitted limits, then any such charges shall be reduced by the amount necessary to reduce the charges to the permitted limit; and any sums already collected from Mortgagor which exceeded permitted limits ("Excess Charges") will, at Mortgagee's option, either be refunded to Mortgagor or applied as a credit against the Secured Obligations.

11. Legislation Affecting Mortgagee's Rights. If an enactment, modification or expiration of an applicable governmental law, ruling or regulation has the effect of rendering any

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provision of the Note, Guaranty, this Mortgage or any of the other Loan Documents unenforceable according to its terms, Mortgagee, at its option upon giving written notice to Mortgagor, may invoke any remedies permitted by Paragraph 16.

12. Notice. Except for any notice required under applicable law to be given in another manner, any notices required or given under this Mortgage shall be given by hand delivery, by nationally recognized overnight courier service or by certified mail, return receipt requested. Notices shall be given at the addresses set forth as follows:

| | |
|-----------------|---|
| To Mortgagee: | Schaumburg Bank & Trust Co. 1145 N. Arlington Heights Rd. Itasca, Illinois 60143 Attention: Brandon Karpeles |
| With a copy to: | Horwood Marcus & Berk Chartered 500 W. Madison, Suite 3700 Chicago, Illinois 60661 Attn: Eric S. Rein |
| To Mortgagor: | Mario McIntosh 855 E. 22 nd Street, Apt. 305 Lombard, Illinois 60148 |
| With a copy to: | Goldin, Hill & Associates P.C. 9100 Plainfield Road Brookfield IL 60513 Attn: Kenneth Goldin |

Notices shall be deemed to have been given and effective on the date of delivery if hand-delivered, the next business day after delivery to the nationally recognized overnight courier service if by such courier service, or two business days after the date of mailing shown on the certified receipt, if mailed. Any party hereto may change the address to which notices are given by notice as provided herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage, the Note, the Guaranty, or any of the other Loan Documents conflicts with applicable law, or is adjudicated to be invalid or unenforceable same shall not affect other provisions of this Mortgage, the Note, the Guaranty, or any of the other Loan Documents which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage, the Guaranty or any of the other Loan Documents are declared to be severable and the validity or enforceability of the remainder of the Loan Documents in question shall be construed without reference to the conflicting, invalid or unenforceable clause or provision.

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14. Prohibitions on Transfer of the Property or of an Interest in Mortgagor. It shall be an immediate default if, without the prior written consent of Mortgagee, which consent may be granted or withheld at Mortgagee's reasonable discretion, Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale (including an installment sale), assignment, transfer, lien, pledge, hypothecate, mortgage, security interest, or other encumbrance or alienation, whether by operation of law, voluntarily or otherwise, (collectively "Transfer") of the Property or any part thereof or interest therein, or of all or a portion of the interest of Mortgagor (each of the foregoing is referred to as a "Prohibited Transfer"). In the event of such default, Mortgagee may declare any outstanding unpaid Obligations, including interest, immediately due and payable. The foregoing provisions of this Paragraph 14 shall not, however, apply to the lien of current Impositions and assessments not yet due and payable.

15. Event of Default. Each of the following shall constitute an event of default ("Event of Default") under this Mortgage:

A. Mortgagor's failure to pay or perform any obligations under the Guaranty, this Mortgage or any other Loan Document, subject to applicable cure periods, if any;

B. The occurrence of any material breach of any representation or warranty contained in this Mortgage or any other Loan Document;

C. A Prohibited Transfer occurs;

D. A court having jurisdiction shall enter a decree or order for relief in respect of Mortgagor in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law; or if Mortgagor, or any beneficiary of or person in control of Mortgagor, shall: (i) file a voluntary petition in bankruptcy, insolvency, debtor relief or for arrangement, reorganization or other relief under the Federal Bankruptcy Act or any similar state or federal law; (ii) consent to or suffer the appointment of or taking possession by a receiver, liquidator, or trustee (or similar official) of the Mortgagor or for any part of the Property or any substantial part of the Mortgagor's other property; (iii) make any assignment for the benefit of Mortgagor's creditors; or (iv) fail generally to pay Mortgagor's debts as they become due;

E. All or a substantial part of Mortgagor's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon;

F. This Mortgage shall not constitute a valid lien on and security interest in the Property (subject only to the Permitted Encumbrances), or if such lien and security interest shall not be perfected;

G. The Property is abandoned;

H. An indictment or other charge is filed against Mortgagor in any jurisdiction, under any federal or state law, for which forfeiture of the Property or of other collateral securing the Secured Obligations or of any other funds, property or other assets of Mortgagor, unless such charge is dismissed within forty-five days after filing; or

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I. Mortgagor's failure to pay, when due, any amount payable under any other obligation of Mortgagor, however created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, subject to applicable cure periods, if any.

If any default hereunder, other than a default in payments, is curable and if Mortgagor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Mortgagor, after Mortgagee sends written notice to Mortgagor demanding cure of such default, (i) cures the default within fifteen (15) days; or (ii) if the cure requires more than fifteen (15) days, immediately initiates steps which Mortgagee deems in Mortgagee's sole discretion to be sufficient to cure the default, and thereafter continues and completes all reasonable and necessary steps sufficient to cure the default as soon as reasonably practical.

16. REMEDIES. AT ANY TIME AFTER AN EVENT OF DEFAULT, MORTGAGEE, AT MORTGAGEE'S OPTION, MAY FORECLOSE THIS MORTGAGE BY JUDICIAL PROCEEDING. MORTGAGEE SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS INCLUDING ABSTRACTS AND TITLE REPORTS, ALL OF WHICH SHALL BECOME A PART OF THE SECURED OBLIGATIONS AND IMMEDIATELY DUE AND PAYABLE, WITH INTEREST AT THE DEFAULT RATE. THE PROCEEDS OF ANY FORECLOSURE SALE OF THE PROPERTY SHALL BE APPLIED AS FOLLOWS: FIRST, TO ALL COSTS, EXPENSES AND FEES INCIDENT TO THE FORECLOSURE PROCEEDINGS; SECOND, AS SET FORTH IN THIS MORTGAGE; AND THIRD, ANY BALANCE TO MORTGAGOR.

17. Appointment of Receiver. Upon the occurrence of an Event of Default hereunder, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the Rents (as hereinafter defined) including those past due. The receiver shall have the power to collect the Rents from the time of acceleration through the pendency of any foreclosure proceeding and during the full statutory period of redemption, if any.

18. Release. Upon payment of all Secured Obligations, Mortgagee shall release this Mortgage upon payment by Mortgagor of all costs and fees to release same, if any. Mortgagor shall be responsible for recording the release, including all related costs of recordation.

19. Security Agreement. Without limiting any other provisions of this Mortgage, this Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State of Illinois (herein called the "Code") with respect to all fixtures, apparatus, equipment or articles, and all replacements and substitutions, now or hereafter located on the Property, including but not limited to the air-conditioning, heating, gas, water, power, light, refrigeration, and ventilation systems which are presently located at the Property, and with respect to all funds and other sums which may be deposited with Mortgagee pursuant hereto (all for the purposes of this paragraph called "Collateral"), and Mortgagor hereby grants to Mortgagee a security interest in such Collateral. All of the terms, provisions, conditions and agreements contained in this Mortgage

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pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Property. When the Secured Obligations shall become due, whether by acceleration or otherwise, Mortgagee shall have all remedies of a secured party under the Code. This Mortgage is intended to be a financing statement with respect to any other Collateral which constitutes "fixtures" within the meaning of the Code. Mortgagor shall execute and deliver to Mortgagee any financing statements necessary to perfect the security interest in the Collateral created hereby. Any Code requirement for reasonable notice shall be met if such notice is delivered as provided herein at least five days prior to the time of any sale, disposition, or other event or matter giving rise to the notice (which period of time and method of notice is agreed to be commercially reasonable).

20. Principal Amount of Mortgage. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced for Impositions and insurance premiums or to protect the security of this Mortgage, exceed \$10,000,000.00.

21. Exhibits. All Exhibits attached hereto, if any, are incorporated herein and made a part hereof.

22. Environmental Compliance. Mortgagor hereby represents and warrants to Mortgagee and covenants with Mortgagee that the Property and Mortgagor have been and are currently in compliance with all environmental laws. There have been, to the best of Mortgagor's actual knowledge based on all appropriate and thorough inquiry, no past, and there are no pending or threatened, environmental actions to which Mortgagor is a party or which relate to the Property. Mortgagor shall comply with all environmental laws. Mortgagor shall indemnify, defend (at trial and appellate levels and with counsel, experts and consultants acceptable to Mortgagee and at Mortgagor's sole cost) and hold Mortgagee and its affiliates free and harmless from and against any liability to Mortgagee related to the environmental condition at the Property (collectively, "Mortgagor's Indemnification Obligations"). Mortgagor's Indemnification Obligations shall survive in perpetuity.

23. Compliance with Illinois Mortgage Foreclosure Law. If any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et. seq. of the Illinois Compiled Statutes) (the "Act") the provisions of the Act shall take precedence over the Mortgage provisions, but shall not invalidate or render unenforceable any other Mortgage provision that can be construed in a manner consistent with the Act. If any Mortgage provision shall grant to Mortgagee any rights or remedies upon Mortgagor's default which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of such provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in Paragraph 16 of this Mortgage, shall be added to the Obligations secured by this Mortgage or by the judgment of foreclosure.

24. Interpretation. This Mortgage shall be construed pursuant to the laws of the State of Illinois. The headings of sections and paragraphs in this Mortgage are for convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions.

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The use of singular and plural nouns, and masculine, feminine, and neuter pronouns, shall be fully interchangeable, where the context so requires. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated to be invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included. Time is of the essence of the payment and performance of this Mortgage.

25. Waiver of Right of Redemption. To the full extent permitted by law, Mortgagor hereby covenants and agrees that he will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Property, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction, or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights of redemption, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date hereof, it being the intent hereof that any and all such right of redemption of Mortgagor, and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Mortgagor agrees that he will not, by involving or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Guaranty.

26. WAIVER OF JURY TRIAL. MORTGAGOR AND MORTGAGEE WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS MORTGAGE, THE OTHER LOAN DOCUMENTS OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS. MORTGAGOR AND MORTGAGEE AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

27. Subordination. This Mortgage is subject and subordinate to that certain mortgage set forth on Exhibit "B".

28. Assignment of Leases and Rents.

A. All right, title, and interest of Mortgagor in and to all present and future leases affecting the Property, written or oral (individually, a "Lease" and collectively, "Leases"),

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and all rents, income, receipts, revenues, issues, avails and profits from or arising out of the Property (collectively "Rents") are hereby transferred and assigned to Mortgagee as further security for the payment of the Secured Obligations, and Mortgagor hereby grants a security interest to Mortgagee in and to the same. If requested by Mortgagee, Mortgagor shall submit all future Leases affecting the Property to Mortgagee for its approval prior to execution, and all approved and executed Leases shall be specifically assigned to Mortgagee by an instrument satisfactory to Mortgagee. Each Lease shall, at the option of Mortgagee, be paramount or subordinate to this Mortgage.

B. If, without Mortgagee's prior written consent, Mortgagor; (i) as lessor, fails to perform and fulfill any term, covenant, or provision in any Lease; (ii) suffers or permits to occur any breach or default under the provisions of any separate assignment of any Lease given as additional security for the Secured Obligations; (iii) fails to fully protect, insure, preserve, and cause continued performance or fulfillment of the terms, covenants, or provisions, which are required to be performed by the lessee or the lessor of any other Lease or Leases hereafter assigned to Mortgagee; (iv) cancels, terminates, or materially amends or modifies any Lease; or (v) permits or approves an assignment by lessee of a Lease or a subletting of all or any part of the Property demised in the Lease; such occurrence shall constitute an Event of Default hereunder.

C. Mortgagee shall have the right to assign Mortgagor's right, title and interest in any Leases to any subsequent holder of this Mortgage or the Guaranty and other Loan Documents or to any person acquiring title to all or any part of the Premises through foreclosure or otherwise.

D. Upon an Event of Default, this Mortgage shall constitute a direction to each lessee under the Leases and each guarantor thereof, if any, to pay all Rents directly to Mortgagee without proof of the Event of Default. While this assignment is a present assignment, Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until an Event of Default shall occur under this Mortgage.

E. If Mortgagor, as lessor, shall neglect or refuse to perform and keep all of the covenants and agreements contained in the Lease or Leases, then Mortgagee may, at its option, perform and comply with any such Lease covenants and agreements. All related costs and expenses incurred by Mortgagee shall become a part of the Secured Obligations and shall be due and payable upon demand by Mortgagee with interest thereon accruing thereafter at the Default Rate. Mortgagee, however, shall not be obligated to perform or discharge any obligation, duty or liability under any Lease. Mortgagor shall, defend, protect, indemnify and hold Mortgagee harmless from and against any and all liability, loss or damage to Mortgagee under the Leases or under or by reason of their assignments and of and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of all alleged obligations or undertakings on its part to perform or discharge any Lease terms, covenants or agreements. The amount of any such liability, loss or damage arising under the Leases or under or by reason of their assignment, or in the defense of any claims or demands, including costs, expenses and reasonable attorneys' fees, incurred by Mortgagee shall be a part of the Secured Obligations due and payable upon demand with interest thereon accruing thereafter at the Default Rate.

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IN WITNESS WHEREOF, Mortgagor has executed and delivered this Mortgage the day and year first above written.

MORTGAGOR:

Mario McIntosh
MARIO MCINTOSH

STATE OF ILLINOIS)
) SS
COUNTY OF DePage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mario McIntosh, personally known to me, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own and free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of December, 2018.

Cristina Vega
Notary Public

My Commission Expires: 4/15/19



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

UNIT NO. 104 AND PARKING UNIT P-6 IN THE RONSLEY CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE, AND ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 1728529063, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS:

LOTS 1, 2, 3, 4, 5, AND 6 (EXCEPT THAT PART OF SAID LOT 6 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6, THENCE RUNNING NORTH ON THE WEST LINE OF SAID LOT 6, 36 FEET; THENCE SOUTH EASTERLY IN A STRAIGHT LINE TO THE SOUTHEAST CORNER OF SAID LOT; THENCE WESTERLY ON THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING) AND THE NORTH 1/2 OF VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS 1 THROUGH 5, ALL IN BLOCK 12 IN HIGGINS, LAW AND COMPANY'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE MAP OF SAID ADDITION RECORDED JUNE 16, 1856 AS IN BOOK 98 OF MAPS PAGE 89 AS DOCUMENT NUMBER 72185 AND RECORDED JANUARY 10, 1866 IN BOOK 163 OF MAPS PAGES 86 AND 87 AS DOCUMENT NUMBER 107695 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF EACH OF LOTS 7 AND 8 IN BLOCK 12 IN HIGGINS LAW AND COMPANY'S ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 7 AFORESAID AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 60.44 FEET; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 73.27 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 8, WHICH POINT IS 41.38 FEET WEST OF SAID NORTHEAST CORNER OF LOT 7; THENCE EAST ALONG THE NORTH LINE OF SAID LOTS 7 AND 8 A DISTANCE OF 41.38 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF EACH OF LOTS 24, 25 AND 26 IN BLOCK 12 IN HIGGINS LAW AND COMPANY'S ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 26 AFORESAID AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 26, A DISTANCE OF 82.74 FEET; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 100.34 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 24, WHICH POINT IS 56.67 FEET WEST OF SAID NORTHEAST CORNER OF LOT 26; THENCE EAST ALONG THE NORTH LINE OF SAID LOTS 24, 25 AND 26 A DISTANCE OF 56.67 FEET TO THE POINT OF BEGINNING, AND THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH OF AND ADJOINING SAID LOTS 24, 25, AND 26, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

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LOTS 27 AND 28, AND THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH OF AND ADJOINING LOTS 27 AND 28, IN BLOCK 12 IN HIGGINS, LAW AND COMPANY'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM

PARCEL "A":

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 14.40 FEET ABOVE CHICAGO CITY DATUM AND THAT OTHER CERTAIN HORIZONTAL PLANE LOCATED 27.85 FEET ABOVE CHICAGO CITY DATUM LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF THE ABOVE DESCRIBED PROPERTY TAKEN AS A TRACT:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT, BEING ALSO THE INTERSECTION OF THE NORTH LINE OF WEST ERIE STREET WITH THE WEST LINE OF NORTH KINGSBURY STREET; THENCE NORTH ALONG THE EAST LINE OF SAID TRACT, BEING CONGRUENT WITH THE SAID WEST LINE OF KINGSBURY STREET A DISTANCE OF 35.10 FEET TO ITS INTERSECTION WITH CENTER LINE OF AN INTERIOR WALL OF A FOURTH STORY BUILDING COMMONLY KNOWN AS 676 NORTH KINGSBURY STREET IN CHICAGO; THENCE WEST ALONG A LINE MAKING AN ANGLE OF 19 DEGREES 59 MINUTES 48 SECONDS MEASURED CLOCKWISE, SOUTH TO WEST FROM THE LAST DESCRIBED COURSE A DISTANCE OF 27.58 FEET TO THE POINT ON AN EXTERIOR WALL OF SAID FOURTH STORY BUILDING; THENCE SOUTH ALONG A LINE MAKING ANGLE 90 DEGREES 00 MINUTES 00 SECONDS MEASURED CLOCKWISE EAST TO SOUTH FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 35.08 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT, BEING ALSO THE NORTH LINE OF WEST ERIE STREET, THENCE EAST ALONG THE SAID NORTH LINE OF WEST ERIE STREET, A DISTANCE OF 27.58 FEET TO A POINT OF BEGINNING.

ALSO

PARCEL "B":

THAT PROPERTY AND SPACE CONTAINED WITHIN ABOVE A CERTAIN HORIZONTAL PLANE LOCATED 29.90 FEET ABOVE CHICAGO CITY DATUM LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF THE ABOVE DESCRIBED PROPERTY TAKEN AS A TRACT:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT, BEING ALSO THE INTERSECTION OF THE NORTH LINE OF WEST ERIE STREET WITH THE WEST LINE OF NORTH KINGSBURY STREET, THENCE NORTH ALONG THE EAST LINE OF SAID TRACT, BEING CONGRUENT WITH THE SAID WEST LINE OF KINGSBURY STREET A DISTANCE OF 34.64 FEET TO ITS INTERSECTION WITH CENTER LINE OF AN INTERIOR WALL OF A FOURTH AND SIXTH STORY BUILDING COMMONLY KNOWN AS 676 NORTH KINGSBURY STREET IN CHICAGO; THENCE WEST ALONG A SAID CENTER LINE MAKING AN ANGLE OF 89 DEGREES 59 MINUTES 48 SECONDS MEASURED CLOCKWISE, SOUTH TO WEST FROM THE LAST DESCRIBED COURSE A DISTANCE OF 40.11 FEET TO THE POINT, THENCE NORTH ALONG THE CENTER LINE OF AN INTERIOR WALL OF A FOURTH AND SIXTH STORY BUILDING MAKING AN ANGLE OF 90 DEGREES 00

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MINUTES 00 SECONDS MEASURED CLOCKWISE, EAST TO NORTH FROM LAST DESCRIBED COURSE EXTENDED WEST, A DISTANCE OF 1.31 TO A POINT OF INTERSECTION OF SAID CENTER LINE OF AN INTERIOR WALL WITH AN EXTERIOR WALL OF 4 STORY BUILDING EXTENDED EAST, THENCE WEST ALONG SAID EXTERIOR WALL AND ITS EASTERLY EXTENSION MAKING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS MEASURED CLOCKWISE, SOUTH TO WEST FROM LAST DESCRIBED COURSE, A DISTANCE OF 7.89 FEET; THENCE SOUTH ALONG THE LINE MAKING AN ANGLE OF 90 DEGREES 00 MINUTES 12 SECONDS MEASURED CLOCKWISE, EAST TO SOUTH FROM THE LAST DESCRIBED COURSE A DISTANCE OF 35.91 FEET TO THE SOUTHWEST CORNER OF SAID TRACT, BEING ALSO THE POINT ON THE NORTH LINE OF WEST ERIE STREET, THENCE EAST ALONG SAID NORTH LINE OF SAID WEST ERIE STREET TO A POINT OF BEGINNING.

P.I.N.(s): 17-09-122-002-0000
17-09-122-003-0000
17-09-122-004-0000
17-09-122-007-0000
17-09-122-008-0000

Common Address: 676 Kingsbury, Unit 104, Chicago, Illinois 60654

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EXHIBIT "B"

PERMITTED ENCUMBRANCES

1. Real estate taxes not yet due or payable.
2. Mortgage dated January 26, 2018 and recorded January 30, 2018 as Document No. 1803034032 made by Mario McIntosh to Wintrust Mortgage, a division of Barrington Bank and Trust Co., N.A. to secure an indebtedness in the amount of \$960,000.00.

Assignment of Mortgage to Schaumburg Bank & Trust Company, N.A. recorded April 18, 2018 as document 1810840004.

3. (a) Terms, provisions, covenants, conditions and options contained in and rights and easements established by the declaration of condominium ownership recorded October 12, 2017 as document no.1728529063, as amended from time to time; and (b) Limitations and conditions imposed by the condominium property act.

First amendment recorded February 22, 2018 as document 1805315136.

4. Declaration of Reciprocal Easements entered into on October 11, 2017 by MRR 678 Kingsbury Owner LLC, as owner of real property described as the Condominium Parcel and the Townhome Parcel in said agreement, for a non-exclusive easement for ingress and egress, use and maintenance of pipes and facilities, support, enclosure use and maintenance with respect to common walls, floors and ceilings existing or construction in and along the common boundaries of the Condominium Parcel and the Townhome Parcel, utility services, structural support, encroachments of reasonable size and magnitude from the construction of any of the Townhome Property Improvements and Condominium Property improvements and an easement permitting the existence, attachment, use and maintenance of the Townhome Owned Facilities and Condominium Owned Facilities located on each parcel respectively, recorded October 12, 2017 as document 1728529064.

5. Construction, Maintenance and Access Easement Agreement, dated October 5, 2015, by and among Erie on the Park Condominium Association, an Illinois not-for-profit corporation, The Ronsley Condominium Association, an Illinois not-for-profit corporation and MRR 678 Kingsbury LLC, an Illinois Limited Liability Company, whereby the Erie Condominium Association hereby grants to MRR and Ronsley Condominium Association and their successors, grantees and assigns, a non-exclusive, perpetual easement in, over, across and through the Gangway Easement Parcel (as described therein) for the construction, maintenance, repair and restoration of portions of the Covered Gangway consisting of (i) concrete-at-grade walkway; (ii) locking louvered metal doors with wire mesh located at each end of the Covered Gangway, (iii) floor drains, and (iv) the pitched metal roof (collectively, the "Covered Gangway

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Improvements") as hereafter constructed and as more particularly described therein and recorded October 23, 2015 as document 1529618047.

6. Easement made by MRR 678 Kingsbury, LLC in favor of Comcast of California/Illinois, LP, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded July 20, 2017 as document 1720122010.
7. Easements granted by MRR 678 Kingsbury, LLC in favor of City of Chicago, AT&T, Commonwealth Edison Company, People's Gas and all other providers of public utilities serving the property, and its/their respective successors and assigns and any person or entity providing cable television or other similar entertainment to the property, the right to lay, construct, renew, replace, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the declaration of condominium ownership and by-laws, easements, restrictions and covenants for The Ronsley Condominium recorded October 12, 2017 as document 1728529063

First Amendment to the declaration of condominium ownership and by-laws, easements, restrictions and covenants for The Ronsley Condominium recorded February 22, 2018 as document 1805315136.

8. Encroachment of the concrete steps located mainly on the land onto the property north and adjoining by approximately 0.91 feet, and over the east line by an undisclosed amount, as shown on plat of survey number 89-15391 prepared by Professionals Associated Survey, Inc., dated July 8, 2013. (Affects Parcel 1)
9. Encroachment of the air conditioner unit located mainly on the land onto the property southwest and adjoining by approximately 0.81 feet, as shown on plat of survey number 89-15391 prepared by Professionals Associated Survey, Inc., dated July 8, 2013. (Affects Parcel 2)
10. Encroachment of the 4th and 5th floor overhang located mainly on the land onto the property southwest and adjoining by approximately 0.80 feet, as shown on plat of survey number 89-15391 prepared by Professionals Associated Survey, Inc., dated July 8, 2013. (Affects Parcel 1)
11. Encroachment of the overhang above the concrete wall located mainly on the land onto the property southwest and adjoining by a maximum 1.50 feet, as shown on plat of survey number 89-15391 prepared by Professionals Associated Survey, Inc., dated July 8, 2013. (Affects Parcel 3)