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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713



\*1903918078\*

Doc# 1903918078 Fee \$74.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/08/2019 03:52 PM PG: 1 OF 19

The property identified as: **PIN:** 20-25-200-034-0000

**Address:**

**Street:** 2101 E. 71st St., 2100 E. 72nd St.

**Street line 2:** 7153 S. Jeffrey Ave., 7131 S. Clyde Ave.

**City:** Chicago

**State:** IL

**ZIP Code:** 60649

**Lender:** National Cooperative Bank, N.A.

**Borrower:** 7131 Jeffrey Development, LLC

**Loan / Mortgage Amount:** \$10,250,000.00

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

COMMONWEALTH LAND TITLE C26920033  
3 of 12

**Certificate number:** 2664EB4A-7031-44A3-882C-1669BDA5E6AC

**Execution date:** 2/7/2019

*R4*

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Prepared By and when recorded  
Return to:

Michael J. Henigan  
Gallagher Evelius & Jones LLP  
218 N Charles Street, Suite 400  
Baltimore, MD 21201

Tax Parcel Nos.  
20-25-200-034  
20-25-200-036  
20-25-200-037  
20-25-201-033  
20-25-201-035

7131 JEFFREY DEVELOPMENT, LLC

to

NATIONAL COOPERATIVE BANK, N.A.

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS  
AND FIXTURE FILING**

**THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND  
RENTS AND FIXTURE FILING SECURES FUTURE ADVANCES**

**This Mortgage is made and executed as of February 7, 2019  
to be effective as of February 7, 2019**

**THIS INSTRUMENT IS TO BE INDEXED AS BOTH A  
MORTGAGE AND A FIXTURE FILING**

**COMMONWEALTH LAND TITLE**

*C26920033*

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## MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

This **MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING** (together with all amendments and supplements hereto, the "Mortgage"), is executed as of the 7th day of February, 2019, by **7131 JEFFREY DEVELOPMENT, LLC**, an Illinois limited liability company, with a mailing address of 8847 S. Harlem Avenue, Bridgeview, Illinois 60638 (the "Mortgagor") to **NATIONAL COOPERATIVE BANK, N.A.**, a Delaware national bank, with a mailing address of 2011 Crystal Drive, Suite 800, Arlington, Virginia 22202 (the "Mortgagee").

### RECITALS

WHEREAS, Mortgagor is the fee simple owner of certain real property located in Chicago, Cook County, Illinois and more fully described in Exhibit A hereto (the "Premises"); and

WHEREAS, Mortgagee and Mortgagor and Jeffrey Advisors LLC, as co-borrower (collectively with the Mortgagor, the "Borrower"), have entered into a Loan Agreement of even date herewith (as the same may be extended, renewed, modified or amended, the "Loan Agreement"), pursuant to which Mortgagee has agreed to advance a loan to Borrower in the maximum aggregate principal amount of Ten Million Two Hundred Fifty Thousand Dollars (\$10,250,000) (the "Loan"), and Borrower has executed a Promissory Note of even date herewith for the benefit of Mortgagee in the face amount of the Loan (as the same may be extended, renewed, modified or amended, the "Note"), and together with the Loan Agreement, this Mortgage, and other Loan Documents (as defined in the Loan Agreement), collectively the "Mortgage Documents").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure: (i) the payment of all sums payable on the Note; (ii) the performance by Borrower of every term, covenant, condition and provision of the Mortgage Documents; and (iii) the payment and performance by Borrower of any other indebtedness, liability or obligation of such parties to Mortgagee now or hereafter arising under the terms hereof or under any other instrument constituting additional security for the Mortgage Documents (the obligations set forth in clauses (i), (ii), and (iii) above are hereinafter collectively referred to as the "Secured Obligations"), Mortgagor hereby gives, grants, bargains, sells, grants a security interest in, mortgages, pledges, hypothecates, assigns and conveys unto Mortgagee, its successors and assigns, all of Mortgagor's fee simple estate, right, title and interest in and to the Premises and the Mortgaged Estate (defined below) subject only to matters of record as of the date of this Mortgage, as follows:

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## GRANTING CLAUSE

The entire estate, right, title and interest of Mortgagor in and to the following described property (collectively, together with Mortgagor's fee simple estate, right, title and interest in and to the Premises, the "Mortgaged Estate"), which includes, without limitation:

(a) all other, further or additional title, estates, interests or rights which may at any time be acquired by Mortgagor in or to the Premises;

(b) the entire right, title and interest of Mortgagor in and to all compensation, judgments, damages, settlements, rights of action, proceeds of any award or claims, whether at law, in equity or otherwise, payable to Mortgagor, if any, resulting from or in connection with (i) any damage to loss of, trespass on, interference with, destruction of or failure to support the Mortgaged Estate, (ii) any taking of the Mortgaged Estate, any part thereof or interest therein, or damage to or loss of the Mortgaged Estate, any part thereof or interest therein from any governmental action not constituting a taking, or (iii) any similar claim, demand, proceeding or action of any sort for interference with the rights of Mortgagor to and in the Mortgaged Estate;

(c) the entire right, title and interest of Mortgagor in and to all goods, machinery, equipment, fixtures, furnishings, building materials and tangible personal property of every kind now or hereafter located on, attached to or incorporated in and used in connection with the operation of the Mortgaged Estate whether now owned or hereafter acquired by Mortgagor including, without being limited to: all structures, fixtures and appliances now or hereafter placed on the Premises, or used therewith (all of which goods, equipment, fixtures, building materials and tangible personal property now owned or hereafter acquired by Mortgagor, including accessories and additions thereto and replacements thereof, are herein collectively called "Equipment"). All Equipment, but only to the extent constituting fixtures or improvements to the real estate, shall be deemed to be a part of the Mortgaged Estate as between the parties hereto, their successors and assigns and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to this Mortgage (it is intended by Mortgagor and Mortgagee that this Mortgage be effective as a financing statement filed as a fixture filing from the date of recording of this Mortgage with the Recorder of Deeds in the County in which the Premises are located);

(d) all right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, replacements, restorations, repairs or substitutions of the Mortgaged Estate and all additions and appurtenances thereto, including without limitation all parts, materials and labor used in connection with the construction, assembling, placement, installation and making thereof;

(e) all of Mortgagor's right, title and interest to exercise Mortgagor's rights and remedies under any and all of the licenses, permits, contracts, contract rights, warranties, development rights, agreements, consents and approvals, whether heretofore or hereafter issued or executed, by and between Mortgagor and all boards, agencies and departments, governmental or otherwise or other persons or entities, relating to the Mortgaged Estate or any part thereof ("Licenses and Rights"), all to the extent assignable; and

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(f) all of Mortgagor's right, title and interest in all present and future leases, subleases, rentals, lettings, licenses of Mortgagor's interest in the Premises including, without limitation, cash or securities deposited thereunder to secure performance by Mortgagor's lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the expiration of such terms, as well as in and to all judgments, awards of damages and other proceeds and revenues relating to rent, tenancies, subtenancies and occupancies of the Premises, Improvements and personalty, and in and to present and future remainders, rents, issues, profits, and revenues thereof.

**All capitalized terms used herein and not otherwise defined shall have the same meaning given to them in the Loan Agreement.**

**TO HAVE AND TO HOLD** all and singular the Mortgaged Estate held or hereafter acquired by Mortgagor, unto Mortgagee, its successors and assigns, forever.

Notwithstanding anything to the contrary contained herein, Mortgagee shall have no liability or obligation thereunder by reason of its acceptance of this Mortgage.

This Mortgage shall secure and constitute a lien on the Mortgaged Estate for all future advances made by the Mortgagee under the Note from time to time hereafter, and all such sums shall be equally secured with and, to the full extent permitted by law, have the same priority as the Secured Obligations outstanding at the date of this Mortgage.

## MORTGAGOR COVENANTS

Mortgagor hereby represents, warrants, covenants and agrees as follows:

1. Interest in the Mortgaged Estate. (1) Mortgagor has good and marketable title to the Mortgaged Estate, free and clear of all liens (other than Permitted Liens); (2) the Mortgaged Estate is a valid and subsisting fee simple interest in the Premises subject to no liens (other than the lien created hereby and other Permitted Liens); (3) Mortgagor has, or upon installation shall have, ownership of the Equipment free and clear of all liens (other than Permitted Liens); (4) Mortgagor has and shall maintain its interest in the Mortgaged Estate for the full term of the Note, free of all liens (other than Permitted Liens), and has good right to subject the Mortgaged Estate to the security interest created hereunder; (5) Mortgagor, its successors and assigns, shall warrant and defend the interest of Mortgagee and its successors and assigns in the Mortgaged Estate pursuant to this Mortgage and the priority of said interest against the claims and demands of all persons claiming by, through or under Mortgagor. "Permitted Liens" shall have the meaning given such term in the Loan Agreement.

2. Payment and Performance. Mortgagor shall cause the Borrower to pay to Mortgagee, in accordance with the terms of the Note, this Mortgage and the other Mortgage Documents, the principal and interest, and other sums therein set forth; shall perform and comply with all the agreements, conditions, covenants, provisions and stipulations of the Note, this Mortgage and the other Mortgage Documents.

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3. Maintenance of Mortgaged Estate. Mortgagor shall keep and maintain or cause to be kept and maintained the Equipment and any and all buildings and improvements now or at any time hereafter erected, installed or maintained on the Premises in such condition as the Premises were in on the date of execution hereof (or with respect to any Equipment installed hereafter, on the date of installation thereof), reasonable wear and tear and damage by casualty excepted and will make or cause to be made, as and when necessary, all repairs, renewals and replacements, structural and nonstructural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen. Mortgagor shall abstain from and shall not permit the commission of waste in or about the Mortgaged Estate; shall not remove or demolish any portion of the Mortgaged Estate, or alter any building or improvement constructed at any time on the Premises, without the prior written consent of Mortgagee; and shall not permit the Mortgaged Estate to become deserted or abandoned, and shall not use the Mortgaged Estate for any purpose which is substantially different from the type and use of development of the Mortgaged Estate as of the date hereof, without the prior consent of Mortgagee.

4. Insurance. Mortgagor shall maintain, in full force and effect, all insurance required to be maintained by Mortgagor under the Loan Agreement.

5. Payment of Taxes. Promptly when due and payable, Mortgagor shall pay all taxes, government charges and assessments to the extent that such amounts are required to be paid by Mortgagor under the Loan Agreement or applicable law.

6. Leases, Assignment, Sublet and Amendment. Mortgagor shall not assign, sublet or lease any part or all of the Mortgaged Estate without Mortgagee's prior written consent.

7. Environmental Matters. Mortgagor reaffirms as of the date hereof the representations and warranties and covenants of Mortgagor, and confirms its obligation to perform the covenants and agreements of Mortgagor, as set forth in the Loan Agreement and the other Mortgage Documents as they relate to environmental matters.

8. Other Liens or Security Interests. Mortgagor shall not grant or permit a lien or security interest to be taken by any other party with respect to the Mortgaged Estate, other than Permitted Liens.

9. Additional Mortgage Covenants:

- (a) Except for Permitted Liens, Mortgagor shall not grant any junior or inferior mortgage, security agreement, assignment of leases and rents or similar instrument with respect to the Mortgaged Estate without obtaining Mortgagee's prior written consent, which may be withheld in Mortgagee's sole and absolute discretion, and in the event of such consent, each such instrument shall contain a provision under which the holder of such subordinate and inferior liens agrees to notify the holder hereof in writing of any default on the part of Mortgagor under such instruments prior to the commencement of any action based on such default; and

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Mortgagor will not permit any encumbrance or lien to be created which may be or become superior to Mortgaged Estate or Mortgagee's interest therein;

- (b) Except as otherwise permitted herein or in the other Mortgage Documents, Mortgagor shall not voluntarily transfer, nor suffer or permit the transfer of, whether by operation of law or otherwise, the legal or equitable interest in the equity of redemption in the Mortgaged Estate, or any part thereof, and it shall not dissolve or permit its dissolution; and
- (c) Mortgagor will warrant and defend the Mortgaged Estate against any person claiming rights therein by, through or under Mortgagor.

10. Transfer. Mortgagor agrees that neither the Mortgaged Estate nor any part thereof will be sold or transferred so long as the Mortgage is outstanding, except as may be permitted in the Mortgage Documents, and the Note secured hereby shall become immediately due and payable in full upon any unpermitted transfer of any part of the said Mortgaged Estate.

11. Merger. Mortgagor covenants and agrees that in case Mortgagor acquires any other estate, title or interest in the Mortgaged Estate, this Mortgage shall attach to and cover and be a lien upon such other estate so acquired, and other estate shall, without further assignment, Mortgage or conveyance, become and be subject to the lien of and covered by this Mortgage.

12. Assignment of Leases and Rents. This Mortgage is hereby deemed to be, as well, an assignment of leases and rents. Mortgagor absolutely and irrevocably assigns to Mortgagee (a) the rents, issues, revenues, income and profits of the Premises (the "Rents"), and (b) all of Mortgagor's right, title and interest in all present and future leases, subleases, lettings, and licenses of the Premises ("Leases") together with all cash or securities deposited thereunder to secure the performance of Mortgagor's lessees. The foregoing assignment shall not obligate Mortgagee as a lessor under any Lease with respect to the Premises or otherwise obligate Mortgagee under any other instrument or agreement with respect to the Premises, and said assignment shall not cause Mortgagee to be a "mortgagee in possession" for any purpose. This assignment of Rents and Leases is intended to be an absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest. Until the occurrence of an Event of Default hereunder, Mortgagor shall have a license to collect all Rents. Mortgagor shall hold all Rents, or an amount sufficient to discharge all sums due on the indebtedness secured hereby, not used in the ordinary course of the business of the Project, in trust for use in the payment of the indebtedness secured hereby. Upon the occurrence of an Event of Default remaining uncured, and upon notice from Mortgagee to Mortgagor, Mortgagor shall pay all Rents to Mortgagee, and Mortgagee shall retain and apply the same toward the payment of the indebtedness secured hereby in such order, priority and proportions as Mortgagee, in its sole discretion, shall deem proper, or to the operation, maintenance and repair of the Premises.

13. Security Agreement; Fixture Filing. This Mortgage constitutes a security agreement under the Uniform Commercial Code and creates a security interest in all that

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property (and the proceeds thereof) included in the Mortgaged Estate which might otherwise be deemed "personal property." This Mortgage is intended to be effective as a financing statement filed as a fixture filing pursuant to the Uniform Commercial Code with respect to Mortgagor's right, title and interest in and to the Equipment. Mortgagee is the secured party and Mortgagor is the debtor with respect to this financing statement and the mailing addresses of the secured party and the debtor for the purpose of this financing statement are set forth on the first page hereof. The record owner of the Premises is the Mortgagor, with a mailing address of 8847 S. Harlem Avenue, Bridgeview, Illinois 60638. Mortgagor shall take all necessary action to maintain and preserve the lien of this Mortgage with respect to such property including, but not limited to, the executing, delivering, filing, re-filing, recording or re-recording of any financing statements, continuation statements or other security agreements, and the giving of such instruments of further assurance as Mortgagee may from time to time reasonably request to protect the lien of this Mortgage with respect to such property. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor to execute, deliver and file such instruments for and on behalf of Mortgagor in the event Mortgagor fails to execute and deliver such instruments within ten (10) days after request by Mortgagee; provided, however, that Mortgagee is not under any duty to Mortgagor or any other person who is a guarantor or otherwise liable on any instrument secured hereby to protect, secure, perfect or insure the lien of this Mortgage or any of the other security agreements referred to herein nor shall Mortgagee have an obligation for, among other things, the filing of any financing statements under the Uniform Commercial Code. Notwithstanding any release of any or all of that property included in the Mortgaged Estate which is deemed "real property", any proceedings to foreclose this Mortgage or its satisfaction of record, the terms hereof shall survive as a security agreement with respect to the security interest created hereby evidenced by the Note. Mortgagor will pay or cause to be paid all taxes, governmental charges and fees incident to any such filing, re-filing, recording and re-recording, and all reasonable counsel fees and other expenses incident thereto.

14. Access. Mortgagor shall permit Mortgagee, its agents, representatives and employees reasonable opportunity, upon reasonable notice and at reasonable times, to enter upon the Premises, for the purpose of inspecting the condition of the Premises and determining Mortgagor's compliance with the covenants contained in the Mortgage. Such inspection may include visual inspection, the taking of soil, surface water and ground water samples as well as such other investigations or analyses as are necessary for complete environmental assessment of the Premises.

15. No Release of Liability. The parties further agree that no sale of the Mortgaged Estate, no forbearance, extension or modification of the terms hereof or any other indulgence shall release or affect in any manner the liability of Mortgagor, and any notice in connection therewith is hereby expressly waived.

16. Further Assurances. Mortgagor shall, at the sole cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as Mortgagee shall from time to time reasonably require, for the better assuring, conveying, assigning, transferring and confirming unto Mortgagee the Mortgaged Estate and rights hereby conveyed or assigned or intended now or hereafter so to be conveyed, or which Mortgagor may



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be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention of or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage; provided that Mortgagor shall not be obligated thereunder to incur any additional obligations or liabilities or to waive any rights.

17. Event of Default; Remedies. In addition to its other rights hereunder, if (i) Mortgagor shall default in the performance of any obligation or covenant hereunder, and such default is not cured within thirty (30) days after written notice from the Mortgagee; provided that if such failure cannot be cured by the payment of money and is not reasonably capable of being cured in such thirty (30) day period (and Mortgagor provides Mortgagee with a written explanation of the reason for the same) and Mortgagor commences to cure such non-monetary failure during such thirty (30) day period and is diligently and in good faith attempting to effect such cure, such cure period shall be extended for sixty (60) additional days, or (ii) an Event of Default shall have occurred under the Loan Agreement (each, an "Event of Default"),

- (a) Mortgagee shall have the right, but without any obligation so to do, to cure such default for the account of the Mortgagor;
- (b) Mortgagee may enter the Premises to inspect the Mortgaged Estate and to determine whether Mortgagor is in compliance with its obligations under this Mortgage;
- (c) Mortgagee may enter the Premises and remove any and all Equipment from the Premises;
- (d) Mortgagee may without notice or demand, at its option, take over and enjoy the benefits of the Licenses and Rights. Mortgagee may in connection with any and all of the foregoing powers, and without limiting the same, effect new Licenses and Rights, cancel or surrender existing Licenses and Rights, alter and amend the terms of and renew existing Licenses and Rights, and make concessions to all or any governmental authority or other parties or entities in its sole, unfettered discretion, and to do all acts pertaining thereto in Mortgagor's place and stead if Mortgagor is in actual possession of the Mortgaged Estate.
- (e) Mortgagee may either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Mortgaged Estate and have, hold, manage, and operate the Mortgaged Estate on such terms and for such period of time as the Mortgagee deems proper.

18. Additional Remedies; Foreclosure. In the event of an Event of Default, then forthwith Mortgagee may institute an action to foreclose this Mortgage, or take such other action at law or in equity for the enforcement of this Mortgage and the realization on the mortgage security or any other security herein or elsewhere provided for, as the law may allow, or may sue on the Note with or without instituting an action to foreclose this Mortgage, and may proceed

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therein to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the highest rate stipulated in the Note together with all other sums payable by Mortgagor in accordance with the provisions of the Note and this Mortgage, and all sums which may have been advanced by Mortgagee for taxes, water or sewer rents or other impositions, charges or claims, payments or prior liens, insurance or repairs to the Mortgaged Estate, all costs of suit, together with interest at such rate on any judgment obtained by Mortgagee from and after the date of any foreclosure sale until actual payment is made to Mortgagee of the full amount due Mortgagee, and attorneys' fees through and including all appellate levels. At any foreclosure sale, any combination, or all, of the property or security given to secure the indebtedness secured hereby, may be offered for sale for one total price, and the proceeds of such sale accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshalling; and, in case the holder, in the exercise of the power of sale herein given, elects to sell in parts or parcels, said sales may be held from time to time, and the power shall not be fully executed until all of the property or security not previously sold shall have been sold. Mortgagee shall be entitled to exercise all rights and remedies available to Mortgagee under applicable law, all such rights and remedies being cumulative and enforceable alternatively, successively or concurrently.

19. [Reserved].

20. Notice. All notices and other communications to or upon the parties to this Mortgage, required or permitted hereunder, shall be in writing and shall be deemed effectively given as provided in the Loan Agreement, at the following addresses:

If to the Mortgagee:

National Cooperative Bank, N.A.  
2011 Crystal Drive, Suite 800  
Arlington, Virginia 22202  
Attention: Corporate Banking  
Facsimile: (703) 647-3483  
Email: [gexum@ncb.coop](mailto:gexum@ncb.coop)

With a copy to:

Gallagher Evelius & Jones LLP  
218 North Charles Street, Suite 400  
Baltimore, Maryland 21201  
Attention: Matthew L. Pirnot, Esq.  
Facsimile: 410-468-2786  
Email: [mpirnot@gejlaw.com](mailto:mpirnot@gejlaw.com)

If to the Mortgagor:

7131 Jeffrey Development, LLC  
8847 S. Harlem Avenue  
Bridgeview, Illinois 60638  
Attn: Kenneth O'Connor, Controller  
Email: [koconnor@shopandsavemarket.com](mailto:koconnor@shopandsavemarket.com)

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With a copy to: Bruce N. Tinkoff  
 (which shall not constitute Tinkoff, Popko and Associates  
 notice) 413 E. Main St.  
 Barrington, Illinois 60010  
 Email: [btinkoff@tinkofflaw.com](mailto:btinkoff@tinkofflaw.com)

21. Binding on Successors and Assigns. This Mortgage and all provisions hereof shall be binding upon Mortgagor and all persons claiming under or through Mortgagor, and shall inure to the benefit of Mortgagee and its successors and assigns.

22. Captions. The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

23. Severability. If all or any portion of any provision of this Mortgage shall be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, and such provision shall be limited and construed as if such invalid, illegal or unenforceable provision or portion thereof was not contained herein.

24. Applicable Law. This Mortgage shall be governed by and construed under the laws of the State of Illinois.

25. Modifications. This Mortgage may not be changed or terminated except in writing signed by both Mortgagor and Mortgagee. The provisions of this Mortgage shall extend and be applicable to all renewals, amendments, extensions, consolidations, and modifications of the other Mortgage Documents, and any and all references herein to the Mortgage Documents shall be deemed to include any such renewals, amendments, extensions, consolidations or modifications thereof.

26. Discharge. If all agreements and provisions contained herein are fully kept and performed by Mortgagor, and all the Secured Obligations shall be fully paid in all respects, then this Mortgage shall be void and Mortgagee shall promptly execute and deliver for recording a discharge of the same.

27. State-Specific Provisions. With respect to the Mortgaged Estate which is located in the State of Illinois, notwithstanding anything contained herein to the contrary:

(a) To the extent permitted by applicable law, all advances, disbursements, and expenditures made by Mortgagee before and during foreclosure, prior to sale, and where applicable, after sale, for the following purposes, including interest thereon at the Default Rate (as defined in the Loan Agreement), are hereinafter referred to as "Protective Advances" and shall constitute additional indebtedness hereunder and shall be secured by the lien hereof:

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(i) any amount for restoration or rebuilding in excess of the actual or estimated proceeds of insurance or condemnation award for the purpose of such repair or replacement;

(ii) advances in accordance with the terms of this Mortgage to: (A) protect, preserve, or restore the Mortgaged Estate; (B) preserve the lien of this Mortgage or the priority thereof; or (C) enforce this Mortgage, as referred to in Section 735 ILCS 5/15-1302(b)(5) of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 to 5/15-1706, as amended from time to time (the “Act”);

(iii) payments: (A) when due of installments of principal, interest, or other obligations in accordance with the terms of any lien or encumbrance which may have priority over this Mortgage, in full or in part; (B) when due installments of real estate taxes and other impositions; (C) other obligations authorized by this Mortgage; or (D) with court approval any other amounts in connection with other liens, encumbrances, or interests reasonably necessary to preserve the status of title, all as referred to in Section 735 ILCS 15-1505 of the Act;

(iv) reasonable out-of-pocket attorneys’ fees and other reasonable out-of-pocket costs actually incurred in connection with the foreclosure of this Mortgage as referred to in Sections 735 ILCS 5/15-1504 and 735 ILCS 5/15-1510 of the Act and in connection with any other litigation or administrative proceeding to which the Mortgagee may be or become or be threatened or contemplated to be a party, including probate and bankruptcy proceedings, or in the preparation for the commencement or defense of any such suit or proceeding; including, but not limited to, filing fees, appraisers’ fees, outlays for documents and expert evidence, witness fees, stenographer’s charges, publication costs, and reasonable out-of-pocket costs (which may be estimated as to items to be expended after entry of judgment) of procuring all such abstracts of title, title charges, and examinations, foreclosure minutes, title insurance policies, appraisals, and similar data and assurances with respect to title and value as Mortgagee may deem necessary either to prosecute or defend such suit or, in case of foreclosure, to evidence to bidders at any sale which may be had pursuant to the foreclosure judgment the true condition of the title to or the value of the Mortgaged Estate;

(v) Mortgagee’s reasonable out-of-pocket fees and costs arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Section 735 ILCS 5/15-1508(b)(1) of the Act;

(vi) payment by Mortgagee of taxes and assessments as required of Mortgagor

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pursuant to the Loan Agreement or this Mortgage;

(vii) reasonable out-of-pocket expenses deductible from proceeds of sale referred to in Sections 735 ILCS 5/15-1512(a) and 735 ILCS 5/15-1512(b) of the Act; and

(viii) reasonable out-of-pocket expenses incurred and expenditures made by Mortgagee for any one or more of the following: (A) premiums upon casualty and liability insurance made by Mortgagee whether or not Mortgagee or receiver is in possession, if reasonably required, without regard to the limitation to maintaining of insurance in effect at the time any receiver or mortgagee takes possession of the Premises imposed by Section 735 ILCS 5/15-1704(c)(1) of the Act; (B) payments required or deemed by Mortgagee to be for the benefit of the Premises or required to be made by the owner of the Premises under any grant or declaration of easement, easement agreement, reciprocal easement agreement, agreement with any adjoining land owners, or other instruments creating covenants or restrictions for the benefit of or affecting the Premises; (C) shared or common expense assessments payable to any association or corporation in which the owner of the premises is a member in any way affecting the Premises; (D) operating deficits incurred by Mortgagee in possession or reimbursed by Mortgagee to any receiver; (E) out-of-pocket fees and costs incurred to obtain an environmental assessment report relating to the Premises; and (F) any monies expended in excess of the face amount of the Note.

(b) This Mortgage shall be a lien on the Mortgaged Estate for all Protective Advances as to subsequent purchasers and judgment creditors from the time the Mortgage is recorded, pursuant to Section 735 ILCS 5/15-1302(b)(5) of the Act.

(c) If an Event of Default has occurred, or when the outstanding indebtedness hereby secured, or any part thereof, shall become due and payable, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof and pursue all remedies afforded to a mortgagee under and pursuant to the Act.

(d) The proceeds of any foreclosure sale of the Mortgaged Estate shall be distributed and applied in accordance with the provisions of Section 735 ILCS 5/15-1512 of the Act. The judgment of foreclosure or order confirming the sale shall provide (after application pursuant to Subsections (a) and (b) of said Section 735 ILCS 5/15-1512) for application of sale proceeds in the following order of priority: first, all items not covered by the provisions of said Subsections (a) and (b), which under the terms hereof constitute Secured Obligations in addition to that evidenced by the Note, with interest thereon as herein provided; and second, all principal and interest remaining unpaid on the Note.

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(e) Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall appoint a receiver of the Mortgaged Estate whenever Mortgagee, when entitled to possession, so requests pursuant to Section 735 ILCS 5/15-1702(a) of the Act or when such appointment is otherwise authorized by operation of law. Such receiver shall have all powers and duties prescribed by Section 735 ILCS 5/15-1704 and 735 ILCS 5/15-1701 of the Act. In addition, such receiver shall also have the following powers: (i) to extend or modify any then-existing lease, which extensions and modifications may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder 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 lease, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Mortgaged Estate are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption, discharge of the mortgage indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser; and (ii) all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the Mortgaged Estate during the whole of the period of receivership. The court from time to time, either before or after entry of judgment of foreclosure, may authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of: (i) the indebtedness secured hereby or by or included in any judgment of foreclosure or supplemental judgment or other item for which Mortgagee is authorized to make a Protective Advance; and (ii) the deficiency in case of a sale and deficiency.

(f) In any case in which under the provisions of this Mortgage the Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after judgment thereunder, and at all times until confirmation of sale, Mortgagor shall forthwith, upon demand of Mortgagee, surrender to Mortgagee and Mortgagee shall be entitled to take and upon Mortgagee's request to the court to be placed in actual possession of, Mortgagee shall be placed in possession of the Mortgaged Estate or any part thereof, personally, or by its agent or attorneys as provided in Sections 735 ILCS 5/15-1701(b)(2) and 735 ILCS 5/15-1701(c) of the Act. In such event Mortgagee in its reasonable discretion may enter upon and take and maintain or may apply to the court in which a foreclosure is pending to be placed in possession of all or any part of said Mortgaged Estate, together with all documents, books, records, papers, and accounts of Mortgagor or then owner of the Mortgaged Estate relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may, as attorney in fact or agent of Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage, and control the Mortgaged Estate and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its reasonable discretion or in the reasonable discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Mortgaged Estate, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full

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power: (a) to enter into any management, leasing, or brokerage agreements covering the Mortgaged Estate; (b) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Mortgaged Estate as to it may deem judicious; (c) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation, and management thereof; and (d) to receive all of such avails, rents, issues, and profits, hereby granting full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter. Without limiting the generality of the foregoing provisions of this Section, Mortgagee shall also have all power, authority, and duties as provided in Section 735 ILCS 5/15-1703 of the Act.

(g) Mortgagor acknowledges that the Mortgaged Estate does not constitute agricultural real estate, as said term is defined in Section 735 ILCS 5/15-1201 of the Act or residential real estate as defined in Section 735 ILCS 5/15-1219 of the Act. Mortgagor hereby waives any and all rights of redemption from sale under any judgment of foreclosure of this Mortgage on behalf of Mortgagor and on behalf of each and every person acquiring any interest in or title to the Mortgaged Estate of any nature whatsoever, subsequent to the date of this Mortgage. The foregoing waiver of right of redemption is made pursuant to the provisions of Section 735 ILCS 5/15-1601(b) of the Act.

(h) The business being operated on the Premises is a commercial enterprise being carried on by the Mortgagor for the purpose of profit. All proceeds of the Loan will be used by the Mortgagor solely for its own business purposes and in furtherance of Mortgagor's regular business affairs. The Loan proceeds shall, furthermore, be used for the purposes specified in 815 ILCS 205/4(1)(a) or 815 ILCS 205/4(1)(c) as well as loans secured by a mortgage on real estate which comes within the purview of 815 ILCS 205/4(1)(i). The Loan constitutes a "business loan" within the purview of that Section. The Loan proceeds shall not be used for the purchase of registered equity securities within the purview of Regulation "U" issued by the Board of Governors of the Federal Reserve System.

(i) As required pursuant to the Collateral Protection Act, 815 ILCS 180/10(3) ("Collateral Protection Act"), Mortgagor is hereby notified that in the event Mortgagor fails to provide, maintain, keep in force, or deliver and furnish to Mortgagee the policies of insurance required by this Mortgage or the Loan Agreement or evidence of their renewal as required herein, Mortgagee may, but shall not be obligated to, procure such insurance at Mortgagor's expense to protect Mortgagee's interests in the Mortgaged Estate. This insurance may, but need not, protect Mortgagor's interests. The coverage that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Mortgaged Estate. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by the terms of this Mortgage. If Mortgagee purchases insurance for the Mortgaged Estate as set forth herein, Mortgagor shall pay all amounts advanced by Mortgagee, together with interest thereon at the Default Rate from and after the date advanced by Mortgagee until actually repaid by Mortgagor, promptly upon demand by Mortgagee. Any amounts so advanced by Mortgagee,

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together with interest thereon, shall be secured by this Mortgage and by all of the other Mortgage Documents securing all or any part of the indebtedness evidenced by the Note. The costs of the insurance may be more than the cost of insurance Mortgage may be able to obtain on its own.

(j) This Mortgage is given to secure a credit loan and shall secure not only presently existing indebtedness under the Note, the Loan Agreement, or any other Mortgage Documents but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within 20 years from the date hereof to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the real estate is located. This Mortgage secures, among other indebtedness, a "credit" arrangement within the meaning of 815 ILCS 205/4.1 and 205 ILCS 5/5d. The total amount of indebtedness secured hereby may increase or decrease from time to time, as provided in the Note, and any disbursements which Mortgagee may make under this Mortgage, the Note or the Loan Agreement or any other document with respect hereto (e.g., for payment of taxes, insurance premiums, or other advances to protect Mortgagee's liens and security interests, as permitted hereby) shall be additional indebtedness secured hereby. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby. The maximum amount secured by this Mortgage shall be Twenty Million and No/100 Dollars (\$20,000,000).

*[Signatures on following pages]*

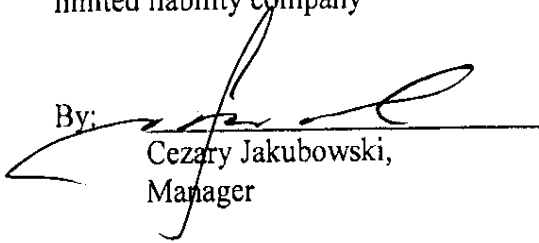


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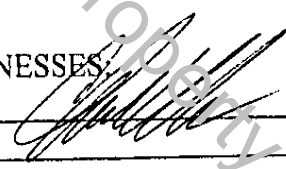
WITNESS the execution hereof under seal effective the day and year first above written.

**MORTGAGOR:**

7131 JEFFREY DEVELOPMENT, LLC, an Illinois limited liability company

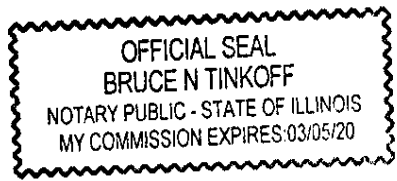
By:   
Cezary Jakubowski,  
Manager


WITNESSES:

  
\_\_\_\_\_

STATE OF IL )  
COUNTY OF COOK )SS

On January 23, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Cezary Jakubowski, known to me to be the Manager of 7131 Jeffrey Development, LLC, an Illinois limited liability company, and acknowledged to me that such individual executed the within instrument on behalf of said limited liability company.

[SEAL]   
OFFICIAL SEAL  
BRUCE N TINKOFF  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 03/05/20

WITNESS my hand and official seal.  
  
\_\_\_\_\_  
Notary Public in and for said County and State

[Signature Page to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing]

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## EXHIBIT A

### Description of Property PREMISES

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

PARCEL 1:

THE WEST 74.14 FEET OF LOT 7, LOTS 8 AND 9 (EXCEPT THE NORTH 22 FEET OF SAID LOTS 7, 8 AND 9); THE NORTH 67 FEET AND THE SOUTH 100 FEET OF LOT 11, LOTS 12, 13 AND LOT 16 (EXCEPT THE EAST 32 FEET THEREOF AND EXCEPT THE WEST 7.67 FEET OF LOT 16) ALL IN BLOCK 2 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 11 TO 20, BOTH INCLUSIVE (EXCEPT THE NORTH 22 FEET OF LOTS 11 AND 16), IN CARL LUNDAHL'S RESUBDIVISION OF LOTS 5 AND 6 AND LOT 7 (EXCEPT THE WEST 74.14 FEET THEREOF) IN BLOCK 2 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE VACATED 8-FOOT WIDE NORTH-SOUTH ALLEY LYING WEST OF AND ADJOINING LOTS 11 TO 15 AFORESAID, AND ALL OF VACATED CLYDE AVENUE LYING EAST OF AND ADJOINING LOTS 11 TO 15, LYING WEST OF AND ADJOINING LOTS 16 TO 20 AFORESAID, LYING NORTH OF A LINE EXTENDED FROM THE SOUTHEAST CORNER OF SAID LOT 15 TO THE SOUTHWEST CORNER OF SAID LOT 20 AND LYING SOUTH OF A LINE EXTENDED FROM A POINT ON THE EAST LINE OF SAID LOT 11, A DISTANCE OF 22.00 FEET SOUTH OF THE NORTHEAST CORNER THEREOF TO A POINT ON THE WEST LINE OF SAID LOT 16, A DISTANCE OF 22.00 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 TO 7, BOTH INCLUSIVE, IN E.T. HENDEE'S RESUBDIVISION OF LOTS 14, 15 AND THE WEST 7.67 FEET OF LOT 16 IN BLOCK 2 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE VACATED 16-FOOT WIDE NORTH-SOUTH ALLEY LYING WEST OF AND ADJOINING SAID LOTS 1 TO 5 AFORESAID, AND ALL OF VACATED CLYDE AVENUE, LYING EAST OF AND ADJOINING SAID LOTS 1 TO 5, AND LYING SOUTH OF THE NORTH LINE OF LOT 5, EXTENDED EAST AND LYING NORTH OF THE SOUTH LINE OF LOT 1 EXTENDED EAST, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2 AND 3, TAKEN AS A TRACT, OVER, ACROSS AND UPON THE SOUTH 20.00 FEET OF LOT 10 IN BLOCK 2 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND ALSO  
A NON-EXCLUSIVE EASEMENT FOR PARKING PURPOSES APPURTENANT TO AND FOR THE BENEFIT OF SAID PARCELS 1, 2 AND 3, TAKEN AS A TRACT, OVER THOSE PORTIONS OF LOT 10 (EXCEPT THE NORTH 22.00 FEET THEREOF) IN BLOCK 2 IN STAVE AND KLEMM'S SUBDIVISION, AFORESAID, CONSTRUCTED FOR THE PURPOSE OF PARKING MOTOR VEHICLES,

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AS CREATED BY RECIPROCAL GRANT OF EASEMENTS AGREEMENT DATED FEBRUARY 23, 1989  
AND RECORDED JUNE 29, 1989 AS DOCUMENT NO. 89298743 AND FILED JUNE 29, 1989 AS  
DOCUMENT LR 3805916.

Street Address and Tax Parcel Numbers:

2101 E. 71<sup>st</sup> St., Chicago, IL (20-25-200-036 and  
20-25-200-037)

2100 E. 72<sup>nd</sup> St., Chicago, IL (20-25-201-033)

7153 S. Jeffrey Avenue, Chicago, IL (20-25-200-034)

7131 S. Clyde Avenue, Chicago, IL (20-25-201-035)

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS