

Illinois Anti-Predatory  
Lending Database  
Program

Doc#: 1904516106 Fee: \$80.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 02/14/2019 10:46 AM Pg: 1 of 17

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: **PIN: 29-19-217-045-0000**

**Address:**

**Street:** 16154 Hermitage Avenue

**Street line 2:**

**City:** Markham

**State:** IL

**ZIP Code:** 60428

**Lender:** RFLF 2A, LLC

**Borrower:** 16154 HERMITAGE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

**Loan / Mortgage Amount:** \$83,200.00

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

**Certificate number:** 8A88B0F7-C6E3-44C6-A3D1-D99A27DD358C

**Execution date:** 2/12/2019

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PREPARED BY AND WHEN  
RECORDED MAIL TO:

RFLF 2A, LLC  
Suite 1980  
222 W. Adams Street  
Chicago, Illinois 60606  
Attention: Kevin Werner

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT  
AND FINANCING STATEMENT  
(INCLUDES WAIVER OF RIGHT OF REDEMPTION  
AND PROVISION FOR DUE ON SALE OR  
FURTHER ENCUMBRANCE)**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (the "Mortgage") is made as of February 12, 2019, by and between 16154 HERMITAGE LLC, an Illinois Limited Liability Company (the "Mortgagor"), and RFLF 2A, LLC, a Delaware Limited Liability Company (the "Mortgagee"), with offices at 222 W. Adams Street #1980, Chicago, IL 60606.

WITNESSETH:

WHEREAS the Mortgagor is justly indebted to the Mortgagee in the principal sum of EIGHTY-THREE THOUSAND TWO HUNDRED DOLLARS AND 00/100 (\$83,200.00) evidenced by that certain Acquisition and Construction Note of Mortgagor of even date herewith and with a maturity date of February 11, 2024 (the "Note"), made payable to the order of and delivered to the Mortgagee, pursuant to which the Mortgagor promises to pay the said principal sum, late charges, and interest at the rate and in installments, all as provided in the Note. The loan evidenced by the Note ("Loan") is being made pursuant to the terms of a Construction Loan Agreement of even date herewith by and between Mortgagor and Mortgagee ("Loan Agreement"). All payments on account of the Indebtedness Secured Hereby (as that term is defined in this Mortgage) shall be applied (a) first, to interest on the unpaid principal balance, (b) secondly, to any other sums due thereunder, (c) thirdly, to all other advances and sums secured hereby, and (d) finally, the remainder to principal. Principal and interest due pursuant to the Note shall be made payable at such place as the holder of the Note may from time to time in writing appoint, and in the absence of such appointment, at the office of the Mortgagee; and

WHEREAS, to secure the Indebtedness Secured Hereby, the Mortgagee has required that the Mortgagor cause this Mortgage to be duly executed and recorded in favor of Mortgagee.

NOW, THEREFORE, the Mortgagor, to secure: (i) the payment of all sums of money due pursuant to the Note, this Mortgage and any documents evidencing or securing the same, inclusive of principal, interest and late charges, and the performance of the covenants and agreements herein

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contained by the Mortgagor to be performed, and (ii) the payment and performance of all other obligations of Mortgagor or of any Affiliate of Mortgagor to Mortgagee (collectively, the "Indebtedness Secured Hereby") does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN AND CONVEY unto the Mortgagee and its successors and assigns, the following described real estate and all of its present and hereafter-acquired estate, rights, title and interest therein, situated, lying and being in the County of Cook, and State of Illinois, without any relief whatsoever from valuation or appraisal laws of the State of Illinois to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A AND MADE A PART HEREOF

which, with the property hereinafter described, is collectively referred to herein as the "Premises." The common address of the Premises is 16154 Hermitage Avenue, Markham, IL 60428.

TOGETHER with all improvements, tenements, reversions, remainders, easements, fixtures and appurtenances now or hereafter thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily); all tenant security deposits, utility deposits and insurance premium rebates to which Mortgagor may be entitled or which Mortgagor may be holding. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared (to the maximum extent permitted by law) to form part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be, for the purposes of this Mortgage, deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto the Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth.

## IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Operating Covenants of Mortgagor. Mortgagor shall: (a) promptly repair, restore or rebuild any buildings and other improvements now or hereafter on the Premises which may become damaged or destroyed to substantially the same character as prior to such damage or destruction, without regard to the availability or adequacy of any casualty insurance proceeds or eminent domain awards; (b) keep the Premises constantly in at least the condition and repair as of the date hereof, without waste; (c) keep the Premises free from mechanics' liens or other liens or claims for liens (collectively called "Liens"); (d) make no material structural alterations in or on the Premises without Mortgagee's prior written consent (other than as contemplated by Paragraph 24. below).

2. Tax and Insurance Deposits. To the extent requested by Lender, Mortgagor will deposit with the Lender commencing on the first day of each month hereafter and continuing on the first day of each month thereafter, a sum equal to all real estate taxes, assessments (general and special), and hazard insurance next due upon or for the Property (the amount of such taxes next due to be based upon the Lender's reasonable estimate as to the amount of taxes and assessments to be

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levied and assessed) reduced by the amount, if any, then on deposit with the Lender divided by the number of months to elapse before 1 month prior to the date when such taxes and assessments will become due and payable. Such deposits are to be held without any allowance for interest to Mortgagor and are to be used for the payment of taxes and assessments (general and special) on the Property next due and payable when they become due. If the deposited funds are insufficient to pay any such taxes or assessments (general or special) when the same become due and payable, the Mortgagor must, within ten (10) days after demand therefore from the Lender, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess will be applied to a subsequent deposit or deposits. The deposits need not be kept separate and apart from any other funds of the Lender.

3. Intentionally Omitted.
4. Insurance

Mortgagor shall keep all improvements and the Collateral (as that term is defined in Paragraph 22(a)) for the Indebtedness Secured Hereby now or hereafter situated on, or used in connection with, said Premises insured against loss or damage by fire on a so-called "All Risks" basis and against such other hazards as may reasonably be required by Mortgagee. Mortgagor shall also provide insurance coverage with such limits for personal injury and death and property damage as Mortgagee may from time-to-time require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, with waiver of subrogation and replacement cost endorsements and a standard non-contributory Mortgagee clause attached to all policies, including, if available, a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. Mortgagor shall deliver all original policies, including additional and renewal policies, to Mortgagee and, in the case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration.

(a) Insurance Deposits. Upon Lender's request, for the purpose of providing funds with which to pay premiums when due on all policies of liability, fire and other hazard insurance covering the Premises, Mortgagor will deposit with the Lender on the first day of each month a sum equal to the Lender's estimate of the premiums that will next become due and payable on such policies reduced by the amount, if any, then on deposit with the Lender divided by the number of months to elapse before one (1) month prior to the date when such premiums become due and payable. No interest may be allowed to Mortgagor on account of any deposit made hereunder and the deposit need not be kept separate and apart from any other funds of the Lender.

(b) All physical damage policies and renewals shall contain a standard mortgagee clause naming the Lender as mortgagee, which clause must expressly state that any breach of any condition or warranty by Mortgagor will not prejudice the rights of Lender under such insurance; and a loss payable clause in favor of the Lender for personal property, contents, inventory, equipment, loss of rents and business interruption. All liability policies and renewals shall name the Lender as an additional named insured. No additional parties may appear in the mortgage or loss payable clause without Lender's prior written consent, which consent shall not be unreasonably withheld. All

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deductibles shall be in amounts acceptable to Lender. In the event of the foreclosure of this Mortgage or any other transfer of title to the Premises in full or partial satisfaction of the Secured Indebtedness, all right, title and interest of Mortgagor in and to all insurance policies and renewals thereof then in force will pass to the purchaser or grantee.

5. **Delivery of Policies.** Any notice pertaining to insurance and required pursuant to this Paragraph 4 must be given in the manner provided in Paragraph 17. The insurance must be evidenced by evidence of insurance delivered herewith and by the original policy or a true and certified copy of the original policy delivered to the Lender within 60 days of the date hereof, or in the case of liability insurance, by evidence of insurance on an Acond 27 form. Mortgagor shall deliver originals of all policies and renewals, (or evidence satisfactory to Lender of the continuing coverage) to Lender at least thirty (30) days before the expiration of existing policies and, in any event, Mortgagor will deliver originals of such policies or certificates to Lender at least fifteen (15) days before the expiration of existing policies. If Lender has not received satisfactory evidence of such renewal or substitute insurance in the time frame herein specified, Lender will have the right, but not the obligation, to purchase such insurance for Lender's interest only. Any amounts so disbursed by Lender pursuant to this Paragraph will be a part of the Secured Indebtedness and will bear interest at the default interest rate provided in the Note ("Default Rate"). Nothing contained in this Paragraph 4 will require Lender to incur any expense or take any action hereunder, and inaction by Lender will never be considered a waiver of any right accruing to Lender on account of this Paragraph 4.

6. **Separate Insurance.** Mortgagor may not carry any separate insurance on the Premises concurrent in kind or form with any insurance required hereunder or contributing in the event of loss without Lender's prior written consent, and any policy must have attached standard non-contributing mortgagee clause, with loss payable to Lender, and must otherwise meet all other requirements set forth herein.

7. **Notice of Casualty.** Mortgagor shall give immediate notice of any loss to Lender. In case of loss covered by any policies, Lender is authorized to adjust, collect and compromise in its discretion, all claims thereunder and in such case, Mortgagor covenants to sign upon demand, or Lender 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 Lender as its attorney-in-fact for the purposes set forth in the preceding sentence. Lender may deduct from such insurance proceeds any expenses incurred by Lender in the collection and settlement thereof, including, but not limited to, attorneys' and adjusters' fees and charges.

8. **Adjustment of Losses with Insurer and Application of Proceeds of Insurance.**

(a) In case of loss or damage by fire or other casualty, Mortgagee is authorized to settle and adjust any claim under insurance policies which insure against such risks. Mortgagee is authorized to collect and receipt for any such insurance monies. Such insurance proceeds may, at the option of the Mortgagee be: (x) applied in reduction of the Indebtedness Secured Hereby, whether due or not; or (y) held by the Mortgagee and applied to pay for the cost of repair, rebuilding or restoration of the buildings and other improvements on the Premises. If the Mortgagee shall allow the insurance proceeds to be used for repair, restoration or rebuilding, then the Mortgagee agrees to make said proceeds available to reimburse Mortgagor for the cost of repair, rebuilding or restoration of buildings or other improvements on the Premises, provided that such proceeds shall be made available in the manner and under the conditions that the Mortgagee

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may require, including a right to approve all plans and specifications of such work before such work shall be commenced. If the proceeds are made available by the Mortgagee to reimburse the Mortgagor or any lessee for the cost of repair, rebuilding or restoration, any surplus, after payment of the cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party (as that term is hereinafter defined), shall, at the option of the Mortgagee, be applied on account of the Indebtedness Secured Hereby or paid to any party entitled thereto as the same appear on the records of the Mortgagee. No interest shall be allowed to Mortgagor on any proceeds of insurance held by the Disbursing Party.

(b) As used in this Paragraph 5, the term "Disbursing Party" refers to the Mortgagee and to any responsible trust or title insurance company selected by the Mortgagee.

9. **Stamp Tax; Effect of Changes in Laws Regarding Taxation.** If, by the laws of the United States of America or of any state or subdivision thereof having jurisdiction over the Mortgagor, Mortgagee or the Premises, any tax is due or becomes due in respect of the issuance of the Note or any document securing same, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to reimburse the Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any such tax.

## 10. Observance of Lease Assignment.

(a) As additional security for the payment of the Note and the payment and performance of any other Indebtedness Secured Hereby, Mortgagor has assigned to the Mortgagee all of its right, title and interest as landlord in and to all current and future leases of the Premises.

(b) Mortgagor will not, without Mortgagee's prior written consent: (i) execute any assignment or pledge of any rents or any leases of all or any portion of the Premises except an assignment or pledge securing the Indebtedness Secured Hereby; (ii) accept any payment of any installment of rent more than thirty (30) days before the due date thereof; (iii) modify, alter, amend or in any way change the terms and provisions of any lease; or (iv) waive the obligation of any tenant under any of the leases to fully and timely perform in strict accordance with the terms thereof.

(c) Nothing in this Mortgage or in any other documents relating to the Note shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of any landlord under any of the leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Mortgagor agrees to perform and pay or cause to be performed and paid.

## 11. Mortgagee's Performance of Defaulted Acts.

In case of default herein by Mortgagor and same not being cured within the period, if any, hereinbelow provided, Mortgagor may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner Mortgagee deems expedient. All monies paid for any of the purposes herein authorized and all expenses paid or incurred to protect the Premises or the lien hereof, shall be so much additional Indebtedness Secured Hereby, and shall become

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immediately due and payable without notice and with interest thereon at the Default Rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

## 12. Acceleration of Indebtedness in Case of Default.

(a) Each of the following shall be deemed to be events of default pursuant to this Mortgage: (i) failure of Mortgagor to make any due and punctual payment of principal or interest on the Note, or any other payment due in accordance with the terms thereof or hereof; or (ii) the Mortgagor shall: (A) file a petition of liquidation, reorganization or adjustment or debt under Title 11 of the United States Code (11 U.S.C. §§ 101 et seq.) or any similar law, state or federal, whether now or hereafter existing, or (B) file any answer admitting insolvency or inability to pay its debts, or (C) fail to obtain a vacation or stay of involuntary proceedings within thirty (30) days, as hereinafter provided; or (iii) any order for relief of the Mortgagor shall be entered in any case under Title 11 of the United States Code, or a trustee or a receiver shall be appointed for the Mortgagor, or for all or the major part of the property of Mortgagor in any voluntary or involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the property of the Mortgagor in any voluntary or involuntary proceeding for the reorganization, dissolution, liquidation, adjustment of debt or winding up of the Mortgagor and such trustee or receiver shall not be discharged or such jurisdiction not be relinquished or vacated or stayed on appeal or otherwise stayed within ten (10) days; or (iv) the Mortgagor shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all or any major part of its property; or (v) default shall be made in the due observance or performance of any other covenant, agreement or condition hereinbefore or hereinafter contained and required to be kept or performed or observed by the Mortgagor and same is not cured within fifteen (15) days after written notice thereof from Mortgagee to Mortgagor, or (vi) default shall be made in the due observance or performance of any covenant, agreement or condition required to be kept or observed by Mortgagor in the Loan Agreement, the loan documents executed in connection herewith ("Loan Documents") or in any other instrument given at any time to secure the payment of the Note, or (vii) Mortgagor or an Affiliate shall default in the payment or performance of any other obligation owed by Mortgagor or such Affiliate to Mortgagee.

(b) Upon the occurrence of any of the events described in Paragraph (a) above, then and in any such event, the whole of the Indebtedness Secured Hereby shall at once, at the option of the Mortgagee, become immediately due and payable without further notice to Mortgagor. If, while any insurance proceeds or condemnation awards are held by or for the Mortgagee to reimburse Mortgagor or any lessee for the cost of repair, rebuilding or restoration of building(s) or other improvement(s) on the Premises, the Mortgagee shall be or become entitled to accelerate the maturity of the Indebtedness Secured Hereby, then and in such event, the Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in reduction of the Indebtedness Secured Hereby, and any excess held by it over the amount of the Indebtedness Secured Hereby shall be paid to Mortgagor or any party entitled thereto, without interest, as the same appear on the records of the Mortgagee.

## 13. Foreclosure; Expense of Litigation.

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(a) When the Indebtedness Secured Hereby or any part thereof becomes due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness Secured Hereby or any part thereof. In any civil action to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness Secured Hereby in the order or judgment for foreclosure and sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of said order or judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such civil action or to evidence to bidders at any sale which may be had pursuant to such order or judgment the true condition of the title to, or the value of, the Premises. All expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note, the Loan Agreement, the Loan Documents or the Premises, including probate, appellate and bankruptcy proceedings, or in preparations for the commencement or defense of any action or proceeding or threatened action or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate, and shall be secured by this Mortgage.

(b) At all times the Mortgagee shall appear in and defend any suit, action or proceeding that might in any way in the sole judgment of Mortgagee affect the value of the Premises, the priority of this Mortgage or the rights and powers of Mortgagee hereunder or under any document given at any time to secure the Indebtedness Secured Hereby, Mortgagor shall, at all times, indemnify, hold harmless and reimburse Mortgagee on demand for any and all loss, damage, expense or cost, including cost of evidence of title and reasonable attorneys' fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Mortgage and shall bear interest after demand at the Default Rate, and such interest shall be secured hereby and shall be due and payable on demand.

#### 14. Application of Proceeds of Foreclosure Sale.

The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings; second, all principal and interest remaining unpaid on the Note; third, all other items which may, under the terms hereof, constitute Indebtedness Secured Hereby additional to that evidenced by the Note, with interest thereon as herein provided; and fourth, any overplus to any party entitled thereto as their rights may appear on the records of the Mortgagee.

#### 15. Appointment of Receiver or Mortgagee-In-Possession.

Upon, or at any time after, the commencement of an action to foreclose this Mortgage, the court in which such action was commenced may, upon request of the Mortgagee, appoint a receiver of the Premises either before or after foreclosure sale, without notice and without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard



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to the then value of the Premises. Mortgagee or any holder of the Note may be appointed as such receiver or as mortgagee in possession. Such receiver, or the mortgagee-in-possession, shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure action and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times, if any, when Mortgagor, except for the intervention of such receiver or mortgagee-in-possession, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver or mortgagee-in-possession to apply the net income in its hands in payment in whole or in part of: (a) the Indebtedness Secured Hereby or the indebtedness secured by a decree foreclosing the lien of this Mortgage or any tax, special assessment or other lien which may be or become superior to the lien hereof or the lien of such order or judgment, provided such application is made prior to the foreclosure sale; (b) the deficiency in case of a sale and deficiency.

## 16. Rights Cumulative.

Each right, power and remedy conferred upon the Mortgagee by this Mortgage and by all other documents evidencing or securing the Indebtedness Secured Hereby and conferred by law and in equity is cumulative and in addition to every other right, power and remedy, express or implied, given now or hereafter existing, at law and in equity.

## 17. Mortgagee's Right of Inspection.

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

## 18. Condemnation.

Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award and any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. The Mortgagee may elect at its option: (a) to apply the proceeds of the award or claim upon or in reduction of the Indebtedness Secured Hereby or (b) to make those proceeds available to Mortgagor or any lessee for repair, restoration or rebuilding of the Premises, in the manner and under the conditions that the Mortgagee may require. In any event, if the improvement(s) are repaired, restored or rebuilt, it shall be accomplished in accordance with plans and specifications to be submitted to and approved by the Mortgagee. If the proceeds are made available by the Mortgagee, any surplus which may remain out of said award after payment of such cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party shall, at the option of the Mortgagee, be applied on account of the Indebtedness Secured Hereby or paid to any party entitled thereto as the same appear on the records of the Mortgagee. If, as a result of the condemnation or eminent domain, the balance of the Premises does not, in Mortgagee's judgment, result in a complete economic unit having equivalent value to the Premises as it existed before the taking, Mortgagee can immediately demand repayment of the entire Indebtedness Secured Hereby.

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**19. Release Upon Payment and Discharge of Mortgagor's Obligations.**

Mortgagee shall release this Mortgage and the lien hereof by proper instrument upon indefeasible payment and discharge of all Indebtedness Secured Hereby and upon payment of a reasonable fee to Mortgagee for the execution of such proper instrument.

**20. Giving of Notice.**

1.1 Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered, or on the second business day after being deposited in the United States registered or certified mail, postage prepaid, and addressed to a party at its address set forth below or to such other address the party to receive such notice may have furnished theretofore to all other parties by notice in accordance herewith:

***If to Mortgagee:***

RFLF 2A, LLC  
222 W. Adams Street  
Suite 1980  
Chicago, Illinois 60606  
Attn: Kevin Werner

***If to Mortgagor:***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**21. Waiver of Defense.**

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

**22. Waivers.**

**22.1 Waiver of Statutory Rights Including Right of Redemption.** Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the lien of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or judgment of foreclosure of the lien of this

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**24.1 Severability and Applicable Law.** In the event one or more of the provisions contained in this Mortgage, the Note, the Loan Agreement or in any other document given at any time to secure the payment of the Note shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this Mortgage, the Note, the Loan Agreement or other document and this Mortgage, the Note, the Loan Agreement or other document shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The validity and interpretation of this Mortgage and the Note it secures and any other document given at any time to secure the payment of the Note are to be construed in accordance with and governed by the laws of the State of Illinois.

**24.2 Estoppel Certificate.** Mortgagor, within fifteen (15) days of a request by the Mortgagee, agrees to furnish from time to time a signed statement setting forth the amount of the Indebtedness Secured Hereby and whether or not any default, offset or defense therein is alleged to exist against the Indebtedness Secured Hereby and, if so, specifying the nature thereof and such other items reasonably requested by Mortgagee.

**24.3 Regulation G and Regulation U Clause.** Mortgagor covenants that no portion of the proceeds evidenced by the Note will be used for the purchase or carrying of registered equity securities within the purview and operation of Regulation G or Regulation U issued by the Board of Governors of the Federal Reserve System.

**24.4 Indemnity** The Mortgagor hereby indemnifies, protects, saves and holds forever harmless the Mortgagee, and its directors, officers, employees, agents and independent contractors, (for the purposes of this paragraph, the "Indemnified Parties") from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including, without limitation, court costs and reasonable attorneys' fees and expenses, imposed upon, incurred by or asserted against the Indemnified Parties, or any of them, as a result of, in connection with or arising from (a) the ownership or operation of the Premises or any interest therein or receipt by the Mortgagor of any rent or other sum therefrom; (b) any accident, injury to or death of persons or loss or damage to property occurring in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, vaults and vault space, if any, adjacent parking areas, streets or ways; (c) the condition of the Premises or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, the adjacent parking areas, streets or ways; (d) any failure on the part of the Mortgagor to perform or comply with any of the terms, covenants, conditions and provisions of the Loan Documents; or (e) the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. Any amounts payable to the Indemnified Parties, or any of them, under this paragraph which are not paid within three (3) business days after written demand therefor by the Indemnified Parties shall be so much additional Indebtedness Secured Hereby and shall bear interest from the date of such demand to the date of receipt by the Indemnified Parties of payment at the Default Rate, and the Mortgagee shall, in addition to any other right, power or remedy available to the Mortgagee, have the same rights, powers and remedies in the event of nonpayment of any such sum by the Mortgagor as in the case of a default by the Mortgagor in the payment of any other Indebtedness Secured Hereby. The obligations of the Mortgagor under this paragraph shall survive any termination, release or satisfaction of this Mortgage.

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## 25. Security Agreement and Financing Statement.

(a) Mortgagor and Mortgagee agree: (i) that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code (the "Code") of the State of Illinois with respect to all sums on deposit with the Mortgagee (the "Deposits") and with respect to any personal property included in the definition herein of the word "Premises", which personal property may not be deemed to form a part of the real estate described in Exhibit A attached hereto or may not constitute a "fixture" (within the meaning of the Code), and all replacements of such property, substitutions for such property, additions to such property, and the proceeds thereof (said property, replacements, substitutions, additions and the proceeds thereof being sometimes herein collectively referred to as the "Collateral"); and (ii) that a security interest in and to the Collateral and the Deposits is hereby granted to the Mortgagee; and (iii) that the Deposits and all of the Mortgagor's right, title and interest therein are hereby assigned to the Mortgagee; all to secure payment of the Indebtedness Secured Hereby and to secure performance by the Mortgagor of the terms, covenants and provisions hereof.

(b) In the event of a default under this Mortgage, and such is not cured within the period, if any, so provided hereinabove, the Mortgagee, pursuant to the appropriate provisions of the Code, shall have an option to proceed with respect to both the real property and the improvements thereon and Collateral in accordance with its rights, powers and remedies with respect to the real property and the improvements thereon, in which event the default provisions of the Code shall not apply. The parties agree that if the Mortgagee shall elect to proceed with respect to the Collateral separately from the real property and the improvements thereon, ten (10) days notice of the sale of the Collateral shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by Mortgagee, including, but not limited to, equitable actions and all appeals. The Mortgagor shall, from time to time, on request of the Mortgagee, deliver to the Mortgagee at the cost of the Mortgagor: (i) such further financing statements and security documents and assurances as Mortgagee may require, to the end that the liens and security interests created hereby shall be and remain perfected and protected in accordance with the requirements of any present or future law; and (ii) an inventory of the Collateral in reasonable detail. The Mortgagor covenants and represents that all Collateral now is, and that all replacements thereof, substitutions therefor or additions thereto, unless the Mortgagee otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others.

(c) The Mortgagor and Mortgagee agree, to the extent permitted by law, that: (i) all of the goods described within the definition of the word "Premises" herein are or are to become fixtures on the land described in Exhibit A attached hereto; (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture filing" within the meaning of the Code; and (iii) Mortgagor is a record owner of the land described in Exhibit A attached hereto.

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(B) any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any (i) share of stock of any corporation, (ii) membership interests of any limited liability company, (iii) partnership interests in any partnership, or (iv) other equity interests in any entity which holds title to the Premises or of any corporation or limited liability company, partnership or other legal entity directly or indirectly controlling such entity;

Any consent by the Mortgagee, or any waiver of an event of default, under this paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent event of default under this Paragraph.

## 27. Construction Loan.

Mortgagor has executed and delivered to Mortgagee the Loan Agreement relating to the construction of certain improvements upon the Premises and the disbursement of all or part of the Indebtedness Secured Hereby for the purpose of financing a portion of the costs thereof. The Loan Agreement is hereby incorporated herein by this reference as fully and with the same effect as if set forth herein at length. The Mortgage secures all funds advanced pursuant to the Loan Agreement (which advances shall constitute part of the Indebtedness Secured Hereby, whether more or less than the principal amount stated in the Note) and the punctual performance, observance and payment by Mortgagor of all of the requirements of the Loan Agreement to be performed, observed or paid by Mortgagor. In the event of express and direct contradiction between any of the provisions of the Loan Agreement and any of the provisions contained herein, then the provisions contained in the Loan Agreement shall control. Any warranties, representations and agreements made in the Loan Agreement by Mortgagor shall survive the execution and recording of this Mortgage and shall not merge herein.

## 28. Hazardous Substances - Status and Indemnity.

(a) As a material inducement to Mortgagee to disburse the funds evidenced by the Note secured hereby, the Mortgagor does hereby represent and covenant that to the best of Mortgagor's knowledge (i) there is no presence of any Hazardous Substances, as that term is hereinafter defined, on, at, in or affecting the Premises or the groundwater underlying same; (ii) no spills, releases, discharges, or disposal of Hazardous Substances have occurred or are presently occurring on, in, at or onto the Premises; (iii) no spills or disposal of Hazardous Substances have occurred or are occurring off the Premises as a result of any construction on, at, in or the operation and use of the Premises; (iv) there is no presence of any equipment containing polychlorinated biphenyl ("PCB") at the Premises; and (v) there is no presence of any asbestos in use or on the Premises.

(b) In connection with construction in, at or on the Premises or the operation and use of the Premises, there has been no failure to comply with all applicable local, state, and federal environmental laws, regulations, ordinances, and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport, and disposal of any Hazardous Substances.

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to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without the co-signer's consent.

*[Remainder of Page Intentionally Left Blank]*

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IN WITNESS WHEREOF, the Mortgagor has executed this instrument as of the day and year first above written.

16154 HERMITAGE LLC, an Illinois  
Limited Liability Company

SIGN: 

NAME: CANDICE GAIL PAYNE

TITLE: MEMBER & MANAGER

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STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF Cook    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that CANDICE GAIL PAYNE personally known to me to be the MEMBER & MANAGER of 16154 HERMITAGE LLC, an Illinois Limited Liability Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such PERSON he/she signed and delivered the said instrument as MEMBER & MANAGER of said ENTITY as his/her free and voluntary act, and as the free and voluntary act and deed of said MORTGAGE, for the uses and purposes therein set forth.

Given under my hand and official seal this 12 day of February, 2019.

Jennie Condos  
Notary Public



Commission Expires: 5-4-22

PROPERTY OF COOK COUNTY CLERK'S OFFICE



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**LOT 22 AND SOUTH 1/2 OF LOT 23 IN BLOCK 5 OF CROISSANT PARK-  
MARKHAM THIRD ADDITION, A SUBDIVISION OF THE SOUTH 1/2 OF THE  
NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 14, EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

16154 Hermitage Avenue, Markham, IL 60428

**PIN(S): 29-19-217-045-0000**

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