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SCRIVENER'S AFFIDAVIT

Prepared By: (Name & Address)

Alexis Hoetzlein

983153

260 Airside Drive

Moon Twp. PA 15108

Parcel Number:

17-06-314-003-0000

Document to Correct:

1901706089



Doc# 1905019047 Fee \$60.00

MSRP FEE: \$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/19/2019 11:20 AM PG: 1 OF 12

I, ALEXIS HOETZLEIN, the affiant and preparer of this Scrivener's Affidavit, whose relationship to the above-referenced document number is (ex. drafting attorney, closing title company, grantor/grantee, etc.):

CLOSING TITLE COMPANY, do hereby swear and affirm that Document Number:

1901706089, included the following mistake: MISSING LLC RIDER which is hereby corrected

as follows: (use additional pages as needed, legal must be attached for property, or attach an exhibit which

includes the correction—but **DO NOT ATTACH** the original/certified copy of the originally recorded

document): SEE ATTACHED Finally, I ALEXIS HOETZLEIN, the

affiant, do hereby swear to the above correction, and believe it to be the true and accurate intention(s) of the parties

who drafted and recorded the referenced document.

Alexis Hoetzlein

Affiant's Signature Above

01/31/2019

Date Affidavit Executed

NOTARY SECTION:

State of Pennsylvania

County of Allegheny

I, Steve Bieranowski, a Notary Public for the above-referenced jurisdiction do hereby swear and affirm that the above-referenced affiant did appear before me on the below indicated date and affix her/his signature or marking to the foregoing Scrivener's Affidavit after providing me with a government issued identification, and appearing to be of sound mind and free from any undue coercion or influence.

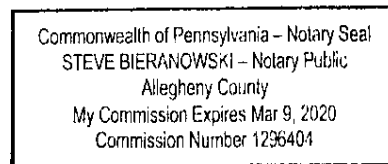
AFFIX NOTARY STAMP BELOW

Notary Public Signature Below

Date Notarized Below

Steve Bieranowski

1/31/19



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LIMITED LIABILITY COMPANY RIDER TO SECURITY INSTRUMENT

This Limited Liability Company Rider is made as of the closing date and is incorporated into and shall be deemed to amend and supplement that certain Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by 2151 Cortez, LLC, a Illinois limited liability company (the "Company") to secure that certain Promissory Note (the "Note") executed by Charlotte Katz individually and the Company (collectively the "Borrowers") to Morgan Stanley Private Bank, National Association, its successors and/or assigns, (the "Lender") of the same date and covering property described in this Security Instrument and located at 2151 W Cortez St, Chicago, IL 60622 ("the Property").

1. Representations and Warranties.

Company hereby represents and warrants to Lender that:

1.1 Organization, Authority, Etc. Company (i) is duly organized, validly existing and in good standing under the laws of the State of Illinois, and is duly qualified and in good standing as a foreign limited liability company in each jurisdiction in which such qualification is necessary; (ii) has the necessary power and authority to own, or hold under lease, its assets and the Property and to carry on its business as now being conducted; (iii) has received full payment for its outstanding membership interests; (iv) is qualified to do business in the jurisdiction in which the Property is located; and (v) is in compliance with all laws, regulations, ordinances, and orders of public authorities applicable to it. The principal office of the Company is:

Address of the Company: _____

1.2 Validity of Loan Instruments. (a) The execution, delivery, and performance by Company of the Note and this Security Instrument, and the borrowing evidenced by the Note (i) are within the powers and purposes of Company; (ii) have been duly authorized by all requisite action on the part of its members and managers as the case may be; (iii) have received all necessary governmental approval; and (iv) will not violate any provision of law, any order of any court or other agency of government, the Articles of Organization, regulations, operating agreement, or other constitutive document governing of Company or any indenture, agreement, or other instrument to which Company is a party or by which it or any of its Properties or assets are bound or be in conflict with, result in a breach of, or constitute (with or without the giving of notice or the lapse of time or both) a default under any such indenture, agreement, or other instrument, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of its properties or assets, (including the Property), except as contemplated by the provisions of this Security Instrument; and (b) the Note and this Security Instrument, when executed and delivered by Company, will constitute the legal, valid, and binding obligations of Company enforceable in accordance with their respective terms.

1.3 Other Information. All other information, reports, papers, and data given to Lender with respect to the Company, or in connection with the loan evidenced by the Note and secured by this Security Instrument are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Lender a true and accurate knowledge of the subject matter.

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1.4 Taxes. Company has filed all federal, state, county, and municipal tax returns required to have been filed by it and has paid all taxes which have become due pursuant to such returns or pursuant to law, and Company does not know of any basis for additional assessment in respect of such taxes or additional taxes.

1.5 Litigation. There is not now pending against or affecting Company nor, to the knowledge of Company, is there threatened or contemplated, any action, suit, or proceeding at law or in equity or by or before any court, tribunal, arbitrator, or other governmental or administrative agency which if adversely determined might have a material adverse effect on the condition of Company (financial or otherwise).

1.6 No Guarantee, Surety or Contingent Liabilities. Company is not a party to any suretyship agreement, guarantee, or other similar agreement, and has not endorsed any instrument so as to create in any way a contingent liability (except by endorsement of negotiable instruments payable in the usual and ordinary course of business).

1.7 Members and Managers of Company. All of Company's issued and outstanding membership interests are fully paid and non-assessable. There exists no agreement contemplating the authorization or issuance of any additional membership interests nor does there exist any agreement by the members either contemplating the sale by them of such membership interests or contemplating the transfer of the right to vote such membership interests.

The Company is a:

- member managed company and the managers is/are Brian Katz, Managing Member of 2151 Cortez Manager, LLC.
- The member(s) of the Company is/are: Charlotte Katz, Trustee of the Gilbert Katz Family Trust

1.8 No Adverse Restrictions or Defaults. Neither Company nor any of its subsidiaries or affiliates, if any, is a party to any agreement or instrument or subject to any court order or judgment, governmental decree, charter, or other corporate restriction adversely affecting its business, properties or assets (including the Property), operations, or condition (financial or otherwise). Neither Company nor any of its subsidiaries or affiliates, if any, is in default in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument to which it is a party or by which Company or any of its subsidiaries or affiliates, if any, or its properties or assets (including the Property) may be bound or affected, or under any law, regulation, decree, order, or the like.

1.9 Investment Company Act. Neither Company nor any of its subsidiaries or affiliates, if any, is an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

1.10 Authorizations. All authorizations, consents, approvals, and licenses required under applicable law or regulation for the ownership or operation of the properties or assets (including

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the Property) owned or operated by Company or its subsidiaries or affiliates, if any, or for the conduct of business in which Company or any of its subsidiaries or affiliates, if any, is engaged, have been duly issued or otherwise obtained and are in full force and effect. No approval, consent, or authorization of or filing or registration with any governmental commission, bureau, or other regulatory authority or agency is required with respect to Company's execution, delivery, or performance of this Security Instrument or the Note.

1.11 Survival of Representations and Warranties. The representations and warranties set forth herein shall be true and correct as of the date hereof and at all times thereafter until the indebtedness of Company evidenced by the Note is paid in full.

2. Covenants.

Until the entire indebtedness evidenced by the Note shall have been paid in full, Company hereby covenants and agrees as follows:

2.1 Existence. Company will preserve and keep in full force and effect, its status as a validly organized and existing limited liability company.

2.2 Change on Ownership of Company. Company will not, without the prior written consent of Lender (to be granted or withheld in its sole discretion), permit (i) the transfer of membership or other equity interests in Company or any voting rights of any member of Company (whether such purported transfer shall be by direct transfer by such member or the result of action by any party against such member); or (ii) the issuance of additional membership or other equity interests in Company after the date hereof; or (iii) any contract or agreement to be entered into providing for the issuance of such membership or other equity interests or providing for the transfer of control of Company to a person or entity other than the or other members of Company set forth in Section 1.7 above.

2.3 Principal Office. Company will not change the address of principal office set forth in Section 1.1 hereof without first having given written notice thereof to Lender.

2.4 Compliance with Laws. Company will duly observe, conform, and comply with all laws, decisions, judgments, rules, regulations, and orders of all governmental authorities relative to the conduct of its business, its properties or its assets (including the Property), except those being contested in good faith by appropriate proceedings diligently pursued.

2.5 Financial Information. Company will furnish to Lender such information as Lender may reasonably request regarding its business, affairs, and financial condition.

2.6 Maintenance of Rights. Company will do or cause to be done all things necessary to preserve and to keep in full force and effect, its rights and privileges of a public or private nature, including its franchises, trade names, trademarks, service marks, patents, copyrights, permits, licenses, trade secrets, and contract rights which are necessary for the continuance of the business of Company.

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2.7 Taxes and Other Obligations. Except for taxes that are being diligently contested in good faith by Company in an appropriate proceeding and as to which Company has established a reserve to the extent required under generally accepted accounting principles, Company will pay and discharge all indebtedness of Company as it becomes due and payable, including all taxes or assessments levied upon or assessed against Company or the Property.

2.8 Notices. Company shall give Lender prompt written notice of:

(a) The filing or commencement of any action, suit, or proceeding against Company, whether at law or in equity, and whether by or before any court or any federal, state, municipal, or other governmental agency or authority.

(b) The occurrence of any event of default under the Note or the Security Instrument, specifying the nature and extent of the event of default.

(c) Any development in the business or affairs of Company that has resulted in or that is likely, in the reasonable judgment of Company, to result in a material adverse change in the business, assets, prospects, operations, or financial condition of Company.

2.9 Other Indebtedness. Company will not guarantee any obligation for borrowed money or capitalized lease obligations or incur, create, permit to exist, assume, guarantee, or in any manner become or be liable in respect to any indebtedness, except for indebtedness incurred in the usual and ordinary course of business and indebtedness in favor of Lender.

2.10 Encumbrances. Company will not create, incur, assume, or permit to exist any mortgage, pledge, lien or encumbrance on any of its Properties or assets (now owned or hereafter acquired), except the lien of current taxes not yet due and payable, or acquire or agree to acquire property or assets under any conditional sale agreement or title retention contract.

2.11 Operation of Business. Company will not cease doing business as a going concern or otherwise materially change the nature of its business or commence the liquidation or dissolution of its business or assets.

2.12 Mergers. Company will not merge or consolidate with any other limited liability company or entity.

2.13 Sale of Assets. Company will not sell, transfer, or otherwise dispose of any of its assets or properties (including the Property) except in the ordinary course of business.

2.14 Default Under Agreements. Company will not commit any act or fail to commit any act the commission or failure of commission of which constitutes or may give rise to an event of default under the terms of any agreement, contract, or other instrument to which it is a party.

3. Defaults. In addition to any other defaults which would entitle the Lender to the remedies set forth in this Security Instrument, Lender will also be entitled to such remedies if any representation, warranty, covenant, or other agreement or commitment made by Company or any of its members or co-makers in, under, or pursuant to the Note or this Security Instrument shall, on or after the date

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hereof, be false or misleading in any material respect and the facts which cause such representation, warranty, covenant, or other agreement or commitment to be false or misleading continue to exist for a period of thirty (30) days after written notice thereof by Lender to Company.

4. Assignment of Leases and Rents.

4.1 Assignment. In order to secure further the payment of the indebtedness evidenced by the Note and the observance, performance, and discharge of all of the covenants and agreements of Company herein, Company hereby sells, assigns, transfers, and sets over to Lender, and gives Lender a security interest in, all of Company's right, title, and interest in, to, and under any and all leases, subleases, licenses, concessions, or grants of other possessory interests granted by Company, as lessor, now or hereafter in force, oral or written, covering or affecting the Property (the "Leases") and all of the accounts, rents, revenues, income, profits, and other benefits now or hereafter arising from the use and enjoyment of the Property.

4.2 Performance Under the Leases. Company covenants and agrees that it will, at its sole cost and expense, perform and discharge, or cause to be performed and discharged, all of the obligations and undertakings of Company or its agents under any of the Leases and will use its best efforts to enforce or secure, or cause to be enforced or secured, the performance of each and every obligation and undertaking of the respective tenant under each of the Leases, and will appear in and defend, at its sole cost and expense, any action or proceeding arising under or in any manner connected with any of the Leases or the obligations and undertakings of any tenant there under.

4.3 No Rent Prepayments. Company, without written approval of Lender in its sole discretion, will not assign or otherwise encumber future rental payments under any of the Leases or collect or accept rent for more than two (2) months in advance.

4.4 No Obligation of Lender. This Security instrument will not be deemed or construed to constitute Lender as a lender in possession of the Property or to obligate Lender to take any action or to incur expenses or perform or discharge any obligation, duty, or liability of Company under any of the Leases.

4.5 Payment of Rents to Company until Default. Unless and until a default occurs, Company will be entitled to collect rents as and when they become due and payable. Company hereby agrees that the tenant under any of the Leases, upon notice from Lender of the occurrence of a default, will thereafter pay to Lender the rents due and to become due under that Lease without any obligation to determine whether or not such a default does in fact exist.

4.6 Modification of Lease. If the Property is currently the subject of a Lease, Company will not amend or otherwise modify that Lease without the prior written approval of Lender in its sole discretion.

4.7 Cumulative Remedies. Each and every right, remedy, and power granted to Lender by this Security Instrument will be cumulative and in addition to any other right, remedy, and power given by the Note or this Security Instrument, or now or hereafter existing in equity, at law, by virtue of statute, or otherwise. The failure of Lender to avail itself of any of the rights and remedies hereof will not be construed or deemed to be a waiver of any thereof.

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5. **Receiver.** In addition to any other remedy granted under the Note, this Security Instrument or herein now or hereafter existing in equity or at law, Lender may apply to the court in which a proceeding is pending for the enforcement of this Security Instrument to have a receiver appointed to enter upon and take possession of the Property, collect any rents and profits there from, and apply the same as the court may direct, such receiver to have all of the rights and powers permitted under the laws of the state in which the Property is situated. The right to the appointment of such receiver shall be a matter of strict right without regard to the value or the occupancy of the Property or the solvency or insolvency of Company. The right to the appointment of such receiver shall be a matter of strict right without regard to the value or the occupancy of the Property or the solvency or insolvency of Company. The expenses, including receiver's fee, counsel's fees, costs of agent's compensation, and other expenses incurred pursuant to the powers herein contained will be secured hereby.

Witnesses:

By: _____
Witness signature


Witness printed or typed name

Witnesses:

By: _____
Witness signature

Witness printed or typed name

2151 Cortez LLC, a Illinois limited liability company

By: 
Name: Brian Katz
Its: Managing Member of 2151 Cortez Manager, LLC

By: _____
Name:
Its:

Property of Cook County Clerk's Office

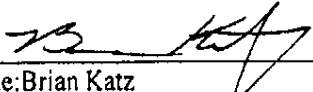
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CERTIFICATION REGARDING AUTHORIZED SIGNATORY

The undersigned hereby certifies that:

- (1) Brian Katz , as Authorized Signatory is authorized, on behalf of the Company, to sign the Note, Security Instruments and other applicable loan documents as referenced in the attached Certificate and any such other agreements, documents, certificates, papers and instruments necessary or appropriate to consummate the transaction described therein;
- (2) the signature of the Authorized Signatory shall be conclusive evidence of his/her authority to act on behalf of and in the name of the Company; and
- (3) all actions by the Authorized Signatory, on behalf of the Company, are in all respects hereby ratified, confirmed and adopted.

Date: 1/14/19

By: 
 Name: Brian Katz
 Its: Managing Member of 2151 Cortez Manager, LLC

By: _____
 Name:
 Its:

Property of Cook County Clerk's Office

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MANAGER'S CERTIFICATE

2151 Cortez, LLC, a Illinois limited liability company (the "Company"), by and through its Managing Manager, hereby certifies to Morgan Stanley Private Bank, National Association, its successors and/or assigns, (the "Lender") that:

- (1) the Company is duly organized and existing under the laws of the State of Illinois ; and
- (2) the following are the names of all of the Members, and Managing Members of the Company:

 Manager: Brian Katz, Managing Member of 2151 Cortez Manager, LLC

 Member: Charlotte Katz, Trustee of the Gilbert Katz Family Trust
- (3) each of the Manager(s) of the Company have all requisite authority under applicable law and the Company's Articles of Organization and Operating Agreement to execute the Note, Security Instrument and other loan documents in favor of Morgan Stanley Private Bank, National Association (the "Lender") with respect to the property described therein (the "Property").
- (4) the Articles of Organization and Operating Agreement of the Company as provided to Lender have not been modified, amended, restated, dissolved since inception; and
- (5) there are no leases affecting the Property.

IN WITNESS WHEREOF, I have here under subscribed my name.

Date: 1/14/19

2151 Cortez , LLC
a Illinois limited liability company

By: [Signature]
Name: Brian Katz

Its: Managing Member of 2151 Cortez Manager, LLC

By: _____
Name: managers name
Its: manager

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FORM OF CERTIFICATION REGARDING AUTHORIZED SIGNATORY

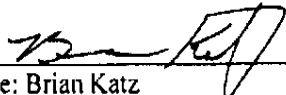
The undersigned hereby certifies that:

(1) Brian Katz as Authorized Signatory is authorized, on behalf of the Company, to sign the Note, Security Instruments and other applicable loan documents as referenced in the attached Certificate and any such other agreements, documents, certificates, papers and instruments necessary or appropriate to consummate the transaction described therein;

(2) the signature of the Authorized Signatory shall be conclusive evidence of his/her authority to act on behalf of and in the name of the Company; and

(3) all actions by the Authorized Signatory, on behalf of the Company, are in all respects hereby ratified, confirmed and adopted.

Date: 1/14/19

By: 
Name: Brian Katz
Its: Managing Member of 2151 Cortez Manager, LLC

By: _____
Name: signatory
Its: title

Property of Cook County Clerk's Office

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FORM OF CONSENT OF MEMBER(S)

The undersigned Member(s) of 2151 Cortez, LLC, a limited liability company duly existing under the laws of the State of Illinois (the "Company") do(es) hereby consent to the transaction described in the managers certificate dated date of certificate.

Date: 1/10/19

By: Charlotte Katz

Name: Charlotte Katz, Trustee of the Gilbert Katz Family Trust

By Courtney Attorney in Fact

By: _____

Name: member

By: _____

Name: member

By: _____

Name: member

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CHARLOTTE KATZ

Order Number: 983153-1

EXHIBIT A

The following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

Lot Three (3) in Bankes' Subdivision of Lots Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty (30), and Thirty-One (31), in the Subdivision of the South Half of Block Seven (7), in Suffern's Subdivision of the South West Quarter of Section Six (6), Township Thirty-Nine (39) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

Tax ID: 17-06-314-003-0000

Property of Cook County Clerk's Office