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## Illinois Anti-Predatory Lending Database Program

Doc#: 1905913039 Fee: \$74.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 02/28/2019 10:55 AM Pg: 1 of 14

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: **PIN: 04-13-301-023-0000**

**Address:**

**Street:** 275 Sunset Dr

**Street line 2:**

**City:** Northfield

**State:** IL

**ZIP Code:** 60093

**Lender:** Glenview Financial Services, Inc.

**Borrower:** Marbeth LLC

**Loan / Mortgage Amount:** \$340,000.00

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:** 2209F319-4E80-4343-9695-D0ECAA5E93DD

**Execution date:** 2/27/2019

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This instrument prepared by and after recording should be returned to:

Joey B. Waldman  
Fisher Cohen Waldman Shapiro, LLP  
1247 Waukegan Road, Suite 100  
Glenview, Illinois 60025

## MORTGAGE

THIS MORTGAGE ("Mortgage") is given on February 27, 2019. The mortgagor is Marbeth LLC, an Illinois limited liability company (hereinafter, "Mortgagor"). This Mortgage is given to Glenview Financial Services, Inc., an Illinois corporation, Nominee ("Mortgagee"). Mortgagor is indebted to Mortgagee pursuant to a loan made by Mortgagee to Mortgagor and documented by that certain Promissory Note of an even date herewith, in the original principal amount of Three Hundred Forty Thousand Dollars (\$340,000.00) ("Note"). This Mortgage secures to Mortgagee: (a) the repayment of the obligation evidenced by the Note; (b) the payment of all other sums, with interest, advanced to protect the security of this Mortgage; and (c) the performance of Mortgagor's covenants and agreements under this Mortgage and any other document executed by Mortgagor or any guarantor of the Note. For this purpose, Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described property located in Cook County, Illinois:

THAT PART OF LOT 65 LYING WESTERLY OF A LINE DRAWN FROM A POINT IN THE FRONT LINE TO A POINT ON THE REAR LINE EQUIDISTANT BETWEEN THE WESTERLY AND EASTERLY LINES OF SAID LOT 65, ALSO THAT PART OF LOT 64 LYING EASTERLY OF A LINE DRAWN 10 FEET WEST OF A LINE DRAWN EQUIDISTANT BETWEEN THE WESTERLY AND EASTERLY LINES FROM THE NORTHERLY LINE TO THE SOUTH LINE OF SAID LOT 64 IN WILLIAM H. BRITIGAN'S SUNSET RIDGE GOLF CLUB ADDITION, BEING A SUBDIVISION IN THE NORTH WEST QUARTER AND SOUTH WEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 21, 1925 AS DOCUMENT 8992112 IN COOK COUNTY, ILLINOIS.

which has the address of: 275 Sunset Dr, Northfield, IL 60093 ("Property") and Property Index Number: 04-13-301-023-0000

Together with all the improvements now or hereafter erected on the Property, and all easement rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property".

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered,

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except for encumbrances of record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Mortgagor and Mortgagee covenant and agree as follows:

1. **Charges; Liens.** Mortgagor shall pay all sums due under the Note when due and payable. Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, all indebtedness due under any prior mortgages, and leasehold payments or ground rents, if any. Mortgagor shall pay these obligations on time directly to the person owed payment. Mortgagor shall promptly furnish to Mortgagee all notices of amounts to be paid under this paragraph. If Mortgagor makes these payments directly, Mortgagor shall promptly furnish to Mortgagee receipts evidencing the payments.

Mortgagor shall promptly discharge any lien, other than a lien existing as of the date hereof and disclosed on the Mortgagee's policy of title insurance, which has priority over this Mortgage unless Mortgagor (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Mortgagee's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. If Mortgagee determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

2. **Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Mortgagee requires insurance. This insurance shall be maintained in the amounts and for the periods that the Mortgagee requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Mortgagee and shall include a standard mortgagee clause. Mortgagee shall have the right to hold the policies and renewals. If Mortgagee requires, Mortgagor shall promptly give to Mortgagee all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid

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to Mortgagor. If Mortgagor abandons the Property or does not answer within 30 days a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may collect the insurance proceeds. Mortgagee may use the proceeds to repair restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

If under paragraph 15 the Property is acquired by Mortgagee, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

**3. Preservation and Maintenance of Property; Leaseholds.** Mortgagor shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Mortgage is on a leasehold, Mortgagor shall comply with the provisions of the lease, and if Mortgagor acquires fee title to the Property, the leasehold and fee title shall not merge unless Mortgagee agrees to the merger in writing.

**4. Protection of Mortgagee's Rights in the Property; Mortgage Insurance.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Mortgagee's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Mortgagee may do and pay for whatever is necessary to protect the value of the Property and Mortgagee's rights in the Property. Mortgagee's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Mortgagee may take action under this paragraph 4, Mortgagee does not have to do so.

Any amounts disbursed by Mortgagee under this paragraph 4 shall become additional debt of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate applicable to the sums secured by this Mortgage and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.

If Mortgagee required mortgage insurance as a condition of making the extension of credit secured by this Mortgage, Mortgagor shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Mortgagor's and Mortgagee's written agreement or applicable law.

**5. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Property, unless Mortgagor and Mortgagee otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds

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multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to the Mortgagee within thirty (30) days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due.

**6. Mortgagor Not Released; Forbearance by Mortgagee Not a Waiver.**

Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release the liability of the original Mortgagor or Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor or Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**7. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.**

The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Mortgagee and Mortgagor, subject to the provisions of paragraph 13. Mortgagor's covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage that is not a party to the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sum secured by this Mortgage; and (c) agrees that Mortgagee and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage without that Mortgagor's consent.

**8. Loan Charges.** If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagor which exceeded permitted limits will be refunded to Mortgagor. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Mortgagor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**9. Legislation Affecting Mortgagee's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of this Mortgage unenforceable according to its terms Mortgagee, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 15.

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10. **Notices.** Any notice to Mortgagor provided for in this Mortgage shall be given by delivering or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Mortgagor's address: 1245 Waukegan Road, Suite 250, Glenview, Illinois 60025. Any notice to Mortgagee shall be given by first class mail to Mortgagee's address: 1247 Waukegan Road, Suite 100, Glenview, Illinois 60025, attn: Cheryl Giddens or any other address Mortgagee designates by notice to Mortgagor. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given as provided in this paragraph

11. **Governing Law; Severability.** This Mortgage shall be governed by Illinois law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of the Mortgage which can be given effect without the conflicting provision. To this end the provisions of this Mortgage are declared to be severable.

12. **Mortgagor's Copy.** Mortgagor shall be given one conformed copy of this Mortgage.

13. **Transfer of the Property or a Beneficial Interest in Mortgagor.** If all or any part of the Property or an interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage.

14. **Intentionally Deleted.**

15. **Acceleration: Remedies.** Upon default by Mortgagor of any obligation contained herein, Mortgagee shall have the right exercise any of the rights and remedies set forth herein including, but not limited to, foreclosure by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to, reasonable attorneys' fee and costs of title evidence.

16. **Mortgagee in Possession.** Upon acceleration under paragraph 15 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Mortgagee (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Mortgagee or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

17. **Release.** Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay any recordation costs.

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## **18. Mortgagee's Performance of Defaulted Acts and Expenses Incurred by Mortgagee.**

If a default has occurred, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagee, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof or redeem from any tax sale or forfeiture affecting the Property or consent to any tax or assessment or cure any default of Mortgagor in any lease of the Property. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee to protect the Property or the lien hereof, shall be so much added to the principal balance under the Note, and shall become immediately due and payable by Mortgagor to Mortgagee, upon demand, and with interest thereon accruing from the date of such demand until paid at the interest rate set forth in the Note. In addition to the foregoing, any costs, expenses and fees, including reasonable attorneys' fees, incurred by Mortgagee in connection with (a) sustaining the lien of this Mortgage or its priority, (b) protecting or enforcing any of Mortgagee's rights hereunder, (c) recovering any sums due under the Note, (d) any litigation or proceedings affecting the Note, this Mortgage, any of the other document executed in connection therewith (hereinafter collectively, "Loan Documents") or the Property, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings affecting the Note, this Mortgage, any of the other Loan Documents or the Property, shall be added to the principal balance of the Note, and shall become immediately due and payable by Mortgagor to Mortgagee, upon demand, and with interest thereon accruing from the date of such demand until paid at the interest rate set forth in the Note. The interest accruing under this Paragraph shall be immediately due and payable by Mortgagor to Mortgagee and shall be additional principal evidenced by the Note and secured by this Mortgage. Mortgagee's failure to act shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default. Should any amount paid out or advanced by Mortgagee hereunder, or pursuant to any agreement executed by Mortgagor in connection with the Loan, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Property or any part thereof, then Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

**19. Future Advances.** This Mortgage also secures future advances made under this Mortgage from the date hereof in an aggregate principal amount not to exceed Six Hundred Eighty Thousand Dollars (\$680,000.00) which future advances shall have the same priority as if all such future advances were made on the date of execution hereof. Nothing herein contained shall be deemed an obligation on the part of Mortgagee to make any future advances.

[Signature Page to Follow]

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**BY SIGNING BELOW**, Mortgagor accepts and agrees to the terms and covenants contained in Mortgage and in any rider(s) executed by Mortgagor and recorded with it.

**MARBETH LLC, an Illinois limited liability company**

By: Mark M. [Signature]

Its: MARATHA

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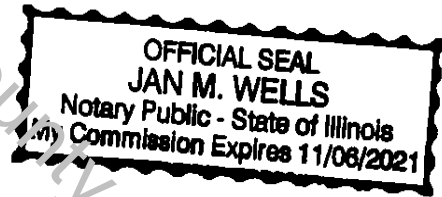
## ACKNOWLEDGMENT

STATE OF ILLINOIS            )  
                                           ) SS  
 COUNTY OF COOK             )

I, Jan M. Wells, a Notary Public in and for said county and state, do hereby certify that Nick M. Scamicchio, the manager of the Marbeth LLC, an Illinois limited liability company, is 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 he/she signed and delivered the said instrument as his/her free and voluntary act, and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this day of 27<sup>th</sup> day of February, 2019.

Jan M. Wells (SEAL)  
 NOTARY PUBLIC



Property of Cook County Clerk's Office

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## PROMISSORY NOTE

\$340,000.00

Glenview, Illinois  
Dated: February 27, 2019

FOR VALUE RECEIVED, SOUTHTOWN REDEVELOPMENT LLC, ("Southtown"), limited liability Company, and MARBETH LLC, an Illinois limited liability company ("Marbeth")(Southtown and Marbeth are hereinafter collectively, "Borrower"), hereby, jointly & severally, promise to pay to Glenview Financial Services, Inc., an Illinois corporation, Nominee ("Lender"), the principal sum of Three Hundred Forty Thousand Dollars (\$340,000.00) ("Loan"), in lawful money of the United States of America, together with interest from the date of disbursement thereof on the unpaid principal balance thereof from time to time outstanding and payable as set forth below.

Indebtedness evidenced by this Note shall be due and payable as follows:

(i) Interest on the outstanding principal balance shall accrue at the rate of eight (8.00%) percent per annum. Notwithstanding anything to the contrary or inconsistent contained herein, Borrower shall pay Lender interest on the outstanding balance of the Loan in an amount not less than Six Thousand Eight Hundred Dollars (\$6,800.00) ("Minimum Interest Payment")

(ii) Commencing on March 27 2019, and continuing on the same day of each succeeding month thereafter through February 27, 2021 ("Maturity Date"), Borrower shall pay to Lender monthly payments of interest only in the amount of Two Thousand Two Hundred Sixty-Six and 66/100 Dollars (\$2,266.66).

(iii) On the Maturity Date, Borrower shall to Lender the entire outstanding principal balance plus accrued and unpaid interest due hereunder.

(iv) Any payment received by Lender more than five (5) days after due shall bear a late fee in the amount of five (5.00%) percent of the outstanding payment.

(v) From and after a Default (as defined below), interest shall accrue at the rate of twelve percent (12.00%) per annum.

(vi) Contemporaneously with the execution of this Note, Borrower shall pay to Lender a loan origination fee in the amount of Three Thousand Four Hundred Dollars (\$3,400.00).

All payments received on account of the indebtedness evidenced by this Note shall be first applied to attorneys' fees and costs, if any, next to late fees, if any, next to the interest due on the outstanding principal balance, with the remainder, if any, to be applied to the outstanding principal balance.

Subject to the Minimum Interest Payment, Borrower shall have the right to prepay any amounts due hereunder without premium or penalty.

All payments made on account of the indebtedness evidenced by this Note shall be made in currency and coin of the United States of America which shall be legal tender for public and

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private debts at the time of payment. Said payments are to be made at such place as the legal holder of this Note may from time to time in writing appoint and, in the absence of such appointment, then at the office of Lender at: 1247 Waukegan Road, Suite 100, Glenview, Illinois, Attn: Cheryl Giddens.

Borrower acknowledges and agrees (i) that this Note evidences a business loan for the purpose of financing a commercial enterprise carried on for the purpose of investment or profit within the purview of Section 205/4, Chapter 815, of the Illinois Compiled Statutes and is not subject to any usury law or limitation of the State of Illinois, and (ii) the obligation evidenced by this Note is an exempt transaction under the Federal Truth-in-Lending Act, 15 U.S.C., Section 1601, et seq.

The payment of this Note is secured by the following: (i) that certain Mortgage of an even date herewith executed by Southtown to and for the benefit of Lender encumbering the property commonly known as 508 W. 29<sup>th</sup> Place, Chicago, IL 60804; and (ii) that certain Mortgage of an even date herewith executed by Marbeth to and for the benefit of Lender encumbering the property commonly known as 275 Sunset Dr, Northfield, IL 60093.

It is agreed that upon occurrence of any of the following events of default under this Note (a "Default"):

- (a) default in the payment of principal or interest when due in accordance with the terms hereof; or
- (b) default in the performance or observance of any other covenant or agreement of the Borrower contained herein or in any of the Loan Documents (as hereinafter defined); or
- (c) any representation or warranty made by Borrower in this Note or any other document executed by Borrower in connection herewith (collectively, "Loan Documents") shall be false or erroneous in any material respect; or
- (d) any voluntary petition by or involuntary petition against Borrower shall be filed pursuant to any chapter of any bankruptcy code or Borrower shall make an assignment for the benefit of creditors, or there shall be any other marshalling of the assets and liabilities of Borrower for the benefit of Borrower's creditors; or
- (e) any indebtedness (other than any evidenced by this Note) of Borrower shall not be paid when due, or there shall occur any event, condition, or other thing which gives (or which with the lapse of any applicable grace period, the giving of notice, or both would give) any creditor the right to accelerate or which automatically accelerates the maturity of any such indebtedness; or
- (f) there shall occur any event, condition or other thing that has, or in Lender's judgment, is likely to have, a material adverse effect on the financial condition, properties, or business operations of Borrower or on Lender's

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ability to enforce or exercise any agreement or right arising under, out of, or in connection with any document executed by Borrower or any guarantor in connection with the Loan; or

- (g) a judgment shall be entered against Borrower; or
- (h) any deposit account of Borrower is attached or levied upon;

then, at any time, with or without notice of such Default from Lender to Borrower, at the election of holder or holders hereof, the principal sum remaining unpaid hereunder, together with accrued interest thereon, shall become at once due and payable at the place of payment as aforesaid, and Lender may proceed to foreclose any security agreement or mortgage, to exercise any other rights and remedies available to Lender under any of the Loan Documents, and/or to exercise any other rights and remedies against the Borrower or with respect to this Note which Lender may have at law, in equity or otherwise.

The remedies of Lender as provided herein, at law, in equity or otherwise, or in any other instrument securing or guaranteeing this Note, shall be cumulative and concurrent and may be pursued singularly successively or together, at the sole discretion of Lender, and may be exercised as often as occasion therefor shall arise. No act of omission or commission of Lender, including specifically any failure to exercise any right, remedy or recourse shall be deemed to be a waiver or release of the same; any such waiver or release is to be effected only through a written document executed by Lender and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of Lender's rights or remedies hereunder. Notice of the exercise of any right or remedy granted to Lender by this Note is not required to be given.

If: (i) this Note is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding; (ii) if an attorney is retained to represent Lender in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors' rights and involving a claim under this Note or any other instrument securing or guaranteeing this Note; or (iii) if an attorney is retained to represent Lender in any other proceedings whatsoever in connection with this Note or any other instrument securing or guaranteeing this Note, then Borrower shall pay to Lender all of Lender's attorneys' fees costs and expenses incurred in connection therewith, in addition to all other amounts due hereunder.

Borrower and any and all others who are now or may become liable for all or part of the obligations of Borrower under this Note (all of the foregoing being referred to collectively herein as "Obligors") agree to be jointly and severally bound hereby and jointly and severally (i) waive and renounce any and all redemption and exemption rights and the benefit of all valuation and appraisal privileges against the indebtedness evidenced by this Note or by any extension or renewal hereof; (ii) waive presentment and demand for payment, notices of non-payment and of dishonor, protest of dishonor, and notice of protest; (iii) waive all notices in connection with the delivery and acceptance hereof and all other notices in connection with the performance or enforcement of the payment hereof or hereunder; (iv) waive any and all lack of diligence and delays in the enforcement of the payment hereof; (v) agree that the liability of each of the Obligors shall be unconditional and without regard to the liability of any other person or entity for the payment hereof, and shall not in any manner be affected by an indulgence or forbearance granted

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or consented to by Lender to any of them with respect hereto; (vi) consent to any and all extensions of time renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions hereof and to the release of any security at any time given for the payment hereof or any part thereof, with or without substitution, and to the release of any person or entity liable for the payment hereof; and (vii) consent to the addition of any and all other makers, endorsers, guarantors, and other obligors for the payment hereof, and to the acceptance of any and all other security for the payment hereof, and agree that the addition of any such obligor or security shall not affect the liability of any of the Obligor for the payment hereof.

Time is of the essence hereof.

Upon any endorsement assignment or other transfer of this Note by Lender or by operation of law, the term "Lender," as used herein, shall mean such endorsee, assignee, or other transferee or successor to Lender then becoming the holder of this Note. This Note shall inure to the benefit of Lender and its successors and assigns and shall be binding upon the undersigned and its successors and assigns. The terms "Borrower" and "Obligors," as used herein, shall include the respective successors, assigns, legal and personal representatives, executors, administrators, devisees, legatees and heirs of Borrower and any other Obligors.

[SIGNATURE PAGE TO FOLLOW]

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**IN WITNESS WHEREOF**, Borrower has executed this Note as of the day and year first above written.

SOUTHTOWN REDEVELOPMENT LLC,  
an Illinois limited liability company

By: *Nick M. [Signature]*

Its: MANAGED

MARBETH LLC, an Illinois limited liability  
company

By: *Nick M. [Signature]*

Its: MANAGED

Property of Cook County Clerk's Office