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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713



Doc# 1906406181 Fee \$60.00

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

EDWARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/05/2019 04:36 PM PG: 1 OF 12

The property identified as: **PIN:** 13-13-207-032-1001

**Address:**

**Street:** 4745 North Artesian Avenue

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60625

**Lender:** G & T Properties Unlimited, LLC

**Borrower:** Eric Hoener

**Loan / Mortgage Amount:** \$315,000.00

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

**Certificate number:** 345A6DC5-80D1-4C69-B7E5-C9DA72A7B86A

**Execution date:** 2/28/2019

1962666-CHI 4 of 5

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**THIS INSTRUMENT PREPARED  
BY AND RETURN TO:**

Law Offices of Cambi L. Cann, P.C.  
22 W. Washington, #1500  
Chicago, Illinois 60602

**REAL ESTATE MORTGAGE AND SECURITY AGREEMENT**

FOR PURPOSES OF THE SECURITY AGREEMENT AND FIXTURE FILING  
CONTAINED IN THIS INSTRUMENT  
THE "SECURED PARTY" AND THE "DEBTOR" AND THEIR RESPECTIVE  
ADDRESSES ARE AS FOLLOWS:

SECURED PARTY: **G & T PROPERTIES UNLIMITED, LLC**  
4 N Knollcreek Dr.  
St. Charles, Illinois 60175

DEBTOR: **ERIC HOENER**  
2645 W Touhy St  
Chicago, IL 60640

THE ADDRESS OF THE SECURED PARTY SHOWN ABOVE IS THE ADDRESS AT WHICH  
INFORMATION CONCERNING THE SECURED PARTY'S SECURITY INTEREST MAY BE OBTAINED.

**THIS REAL ESTATE MORTGAGE AND SECURITY AGREEMENT ("Mortgage")** is made as of  
February 28, 2019 by **ERIC HOENER** ("Mortgagor"), to **G & T PROPERTIES UNLIMITED,  
LLC**, an Illinois limited liability company ("Lender").

**WITNESSTH THAT:**

**WHEREAS**, Lender has agreed to make available to Mortgagor a loan in the original principal amount of  
\$315,000.00 ("Loan"). The maturity date of the Loan is March 1, 2049 and the interest rate is 5.12% per annum.

**WHEREAS**, to evidence the Loan, Mortgagor has executed and delivered to Lender that certain Mortgage  
Note, in the original principal amount of \$315,000.00, dated the date hereof, as amended from time to time ("Note").  
Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Note.

**WHEREAS**, Mortgagor is the title holder of the Real Estate (as hereafter defined).

**TO SECURE** to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the  
payment of all charges provided herein and all other sums, with interest thereon, and the performance of the covenants  
and agreements contained herein and in the Loan Documents, all future advances and all other indebtedness of Mortgagor  
to Lender whether now or hereafter existing advanced in accordance herewith to protect the security of this Mortgage  
including, without limitation, all loans, advances, interest, costs, debts, overdraft indebtedness, credit card  
indebtedness, lease obligations, liabilities and obligations under interest rate protection agreements or foreign currency  
exchange agreements or commodity price protection agreements, other obligations, and liabilities of Mortgagor, or  
any of them, and any present or future judgments against Mortgagor, or any of them; and whether any such  
indebtedness is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or unliquidated,  
determined or undetermined; whether Mortgagor may be liable individually or jointly with others, or primarily or  
secondarily, or as guarantor or surety; whether recovery on the indebtedness may be or may become barred or  
unenforceable against Mortgagor for any reason whatsoever; and whether the indebtedness arises from transactions

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which may be voidable on account of infancy, insanity, ultra vires, or otherwise (collectively, the "Secured Indebtedness" or "Indebtedness"), and also in consideration of \$10.00, the receipt and sufficiency whereof are acknowledged, Mortgagor does hereby convey, grant, mortgage and warrant to Lender the real estate commonly known as 4745 North Artesian Avenue, Units 1, 2, and 3, and Parking Units P-1, P-2, and P-3, located in the City of Chicago, County of Cook, State of Illinois and described on Exhibit "A" attached hereto ("Real Estate"), subject only to covenants, conditions, easements and restrictions set forth on Exhibit "B", if any ("Permitted Encumbrances").

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

Mortgagor hereby covenants and agrees as follows:

1. Payment of Principal and Interest. Mortgagor shall promptly pay or cause to be paid when due all Secured Indebtedness.
2. Application of Payments. Unless prohibited by applicable law, all payments received by Lender under this Mortgage, the Note and all other documents given to Lender to further evidence, secure or guarantee the Secured Indebtedness (collectively, the "Loan Documents") shall be applied by Lender first to expenses incurred by the Lender in connection with the Note or the other Loan Documents, second to interest payable on the Note, then to principal payable on the Note (and if principal is due in installments, application shall be to such installments in the inverse order of their maturity), if principal is due, then to payments required from Mortgagor to Lender under Paragraph 2, if applicable, then to any sums advanced by Lender pursuant to Paragraph 8 to protect the security of this Mortgage. Any applications to principal of proceeds from insurance policies, as provided in Paragraph 6, or of condemnation awards, as provided in Paragraph 10, shall not extend or postpone the due date of any monthly installments of principal or interest, or change the amount of such installments or of the other charges or payments provided in the Note or other Loan Documents.
3. Liens. Mortgagor shall keep the Property free from mechanics' and all other liens and encumbrances, except Permitted Encumbrances and statutory liens for real estate taxes and assessments not yet due and payable.
4. Taxes and Assessments; Rents. Mortgagor shall pay or cause to be paid when due all Impositions and water, sewer and other charges, fines and Impositions attributable to the Property and leasehold payments, if any. Upon written request from Lender, Mortgagor shall provide evidence satisfactory to Lender of compliance with these requirements promptly after the respective due dates for payment. Mortgagor shall pay, in full, but under protest in the manner provided by statute, any tax or assessment Mortgagor desires to contest, and shall provide Lender with evidence of payment within thirty (30) days from the date any such Impositions are due.

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5. Insurance. Mortgagor, at its sole cost and expense, shall insure and keep insured the Property against such perils and hazards, and in such amounts and with such limits, as Lender may from time to time require, including but not limited to general liability insurance and property insurance. Borrower shall provide Lender with evidence of all insurance required by Lender during the term of the Loan, showing Lender as the mortgagee/additional insured on such policies within five (5) business days from the date of Lender's request for such evidence.

6. Use, Preservation and Maintenance of Property; Leaseholds. Mortgagor shall keep the Property in good condition and repair and shall not commit waste or permit impairment or deterioration of the Property. Mortgagor shall not allow, store, treat or dispose of Hazardous Material as defined in Paragraph 27, nor permit the same to exist or be stored, treated or disposed of, from or upon the Property in violation of any applicable laws or regulations. Mortgagor shall promptly restore or rebuild any buildings or improvements now or hereafter on the Property which may become damaged or destroyed. Mortgagor shall comply with all requirements of law or municipal ordinances with respect to the use, operation, and maintenance of the Property, including all environmental, health and safety laws and regulations, and shall make no material alterations in the Property, except as required by law, without the prior written consent of Lender. Except for the Permitted Encumbrances, Mortgagor shall not grant or permit any easements, licenses, covenants or declarations of use against the Property without Lender's prior written consent, which shall not be unreasonably conditioned, withheld or delayed.

7. Protection of Lender's Security. If Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage, the Note or the other Loan Documents, or if any action or proceeding is threatened or commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as it deems expedient or necessary to protect Lender's interest, including: (i) making repairs; (ii) paying, settling, or discharging tax liens, mechanics' or other liens, paying ground rents (if any); (iii) procuring insurance; and (iv) renting, operating and managing the Property and paying operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Property shall be operational and usable for its intended purposes. Lender, in making such payments of Impositions and assessments, may do so in accordance with any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of same or into the validity thereof. Any amounts disbursed by Lender pursuant to this Paragraph 8 shall be part of the Secured Indebtedness and shall bear interest at the Default Rate provided in the Note (the "Default Rate"). Nothing contained in this Paragraph 8 shall require Lender to incur any expense or take any action hereunder, and inaction by Lender shall never be considered a waiver of any right accruing to Lender on account of this Paragraph 8.

8. Inspection of Property and Books and Records. Mortgagor shall permit Lender and its representatives and agents to inspect the Property from time to time during normal business hours and as frequently as Lender requests. Mortgagor shall keep and maintain full and correct books and records showing in detail the income and expenses of the Property. From time to time upon not less than five days' demand, Mortgagor shall permit Lender or its agents to examine and copy such books and records at Lender's expense, and all supporting vouchers and data at its offices or at the address identified above. Notwithstanding anything in this Section 9 to the contrary, prior to the occurrence of an Event of Default, Lender will not inspect the Property or books and records more than two times per calendar year.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid directly to Lender. Mortgagor hereby grants a security interest to Lender in and to such proceeds. Lender is authorized to collect such proceeds and, at Lender's sole option and discretion, to apply said proceeds either to restoration or repair of the Property or in payment of the Secured Indebtedness. In the event the Property is restored, Lender may pay the condemnation proceeds in accordance with its customary construction loan payment procedures, and may charge its customary fee for such services. In the event the condemnation proceeds are applied to reduce the Secured Indebtedness, any such application shall constitute a voluntary prepayment under the Loan Documents.

10. Mortgagor Not Released; Forbearance by Lender Not a Waiver; Remedies Cumulative. Extension or other modification granted by Lender to any successor in interest of Mortgagor of the time for payment of all or any part of the Secured Indebtedness shall not operate to release, in any manner, the liability of the Mortgagor. Any forbearance or inaction by Lender in exercising any right or remedy hereunder, the Loan Documents or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. Any acts performed by

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Lender to protect the security of this Mortgage, as authorized by Paragraph 8 or otherwise, shall not be a waiver of Lender's right to accelerate the maturity of the Secured Indebtedness. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under the Loan Documents, this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively. No consent or waiver by Lender to or of any breach or default by Mortgagor shall be deemed a consent or waiver to or of any other breach or default.

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

12. 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 any such loan charges shall be reduced by the amount necessary to reduce the charges to the permitted limit; and any sums already collected from Mortgagor which exceeded permitted limits ("Excess Loan Charges") will, at Lender's option, either be refunded to Mortgagor or applied as a credit against the then outstanding principal balance or accrued and unpaid interest thereon. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. Neither Mortgagor nor any other guarantor or obligor of the Note shall have any action against Lender for any damages whatsoever arising from the payment of Excess Loan Charges.

13. Notice. Except for any notice required under applicable law to be given in another manner, any notices required or given under this Mortgage shall be given by hand delivery, by nationally recognized overnight courier service or by certified mail, return receipt requested. Notices shall be given at the addresses as set forth in the Note. Notices shall be deemed to have been given and effective on the date of delivery if hand-delivered, the next business day after delivery to the nationally recognized overnight courier service, if by such courier service, or two business days after the date of mailing shown on the certified receipt, if mailed. Any party hereto may change the address to which notices are given by notice as provided herein.

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

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

A. Mortgagor's failure to pay any amount due herein (including any applicable cure periods, if any) or secured hereby, or any installment of principal or interest when due and payable whether at maturity or by acceleration or otherwise under the Loan Documents;

B. The failure of Mortgagor for a period of 30 days after Mortgagor's receipt of written notice from Lender to perform or observe any other non-monetary covenant, agreement, representation, warranty or other provision contained in this Mortgage (other than an Event of Default described elsewhere in this Paragraph 18) ("Non-Monetary Event of Default"). If such Non-Monetary Event of Default is not capable of being cured within said 30-day period, and Mortgagor commences to cure such Non-Monetary Event of Default within said 30-day period and thereafter Mortgagor diligently prosecutes the cure of such event, Mortgagor will have additional time as is reasonably necessary to cure such Non-Monetary Event of Default.

C. A court having jurisdiction shall enter a decree or order for relief in respect of Mortgagor in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law; or if Mortgagor, or any

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beneficiary of or person in control of Mortgagor, shall consent to or suffer the appointment of or taking possession by a receiver, liquidator, or trustee (or similar official) of the Mortgagor or for any part of the Property or any substantial part of the Mortgagor's other property;

- D. The death or incapacitation of Mortgagor;
- E. This Mortgage shall not constitute a valid lien on and security interest in the Property (subject only to the Permitted Encumbrances), or if such lien and security interest shall not be perfected;
- F. The Property is abandoned;
- G. An indictment or other charge is filed against Mortgagor in any jurisdiction, under any federal or state law, for which forfeiture of the Property or of other collateral securing the Secured Indebtedness (inclusive of all grace periods) or of any other funds, property or other assets of Mortgagor unless such charge is dismissed within 30 days after filing; or
- H. Mortgagor's failure to pay, when due, any amount payable under any other obligation of Mortgagor, arising out of the Indebtedness to Lender, however created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, subject to applicable cure periods, if any;
- I. If any uninsured damage to, loss, theft or destruction of any of the collateral in excess of a material dollar amount occurs; or
- J. The occurrence of an Event of Default under the Note or the other Loan Documents.

16. ACCELERATION; REMEDIES. AT ANY TIME AFTER AN EVENT OF DEFAULT, LENDER, AT LENDER'S OPTION, MAY DECLARE ALL SUMS SECURED BY THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY, AT THE OPTION OF THE LENDER, FORECLOSE THIS MORTGAGE BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS INCLUDING ABSTRACTS AND TITLE REPORTS, ALL OF WHICH SHALL BECOME A PART OF THE SECURED INDEBTEDNESS AND IMMEDIATELY DUE AND PAYABLE, WITH INTEREST AT THE DEFAULT RATE. THE PROCEEDS OF ANY FORECLOSURE SALE OF THE PROPERTY SHALL BE APPLIED AS FOLLOWS: FIRST, TO ALL COSTS, EXPENSES AND FEES INCIDENT TO THE FORECLOSURE PROCEEDINGS; SECOND, AS SET FORTH IN PARAGRAPH 3 OF THIS MORTGAGE; AND THIRD, ANY BALANCE TO MORTGAGOR.

17. Assignment of Leases and Rents.

A. All right, title, and interest of Mortgagor in and to those leases, if any, listed on Exhibit "C", and all present and future leases affecting the Property, written or oral (collectively, "Leases"), and all rents, income, receipts, revenues, issues, avails and profits from or arising out of the Property (collectively "Rents") are hereby transferred and assigned to Lender as further security for the payment of the Secured Indebtedness, and Mortgagor hereby grants a security interest to Lender in and to the same. Mortgagor shall submit (at the Lender's request) all future Leases affecting the Property (other than Leases executed by Mortgagor in the ordinary course of its business), and all such Leases shall be in a form reasonably approved by Lender. All Leases shall be subordinate to this Mortgage. With the exception of Leases executed by Mortgagor in the ordinary course of its business, Mortgagor shall furnish Lender (at the Lender's request) with executed copies of each Lease and, if requested by Lender, with estoppel letters from each tenant, which estoppel letters shall be in a form satisfactory to Lender and shall be delivered not later than 30 days after Lender's written demand.

B. If, without Lender's prior written consent, Mortgagor; (i) as lessor, fails to perform and fulfill any material term, covenant, or provision in any Lease; (ii) suffers or permits to occur any breach or default under the provisions of any separate assignment of any Lease given as additional security for the Secured Indebtedness; (iii) fails to fully protect, insure, preserve, and cause continued performance or fulfillment of the material terms, covenants, or provisions, which are required to be performed by the lessee or the lessor of any other Lease or Leases hereafter assigned

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to Lender; (iv) cancels, terminates, or materially amends or modifies any Lease outside the ordinary course of Mortgagor's business; or (v) permits or approves an assignment by lessee of a Lease or a subletting of all or any part of the Property demised in the Lease outside the ordinary course of Mortgagor's business; such occurrence shall constitute an Event of Default hereunder.

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

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

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

18. Appointment of Receiver. Upon acceleration under Paragraphs 17 or 19, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the Rents including those past due. The receiver shall have the power to collect the Rents from the time of acceleration through the pendency of any foreclosure proceeding and during the full statutory period of redemption, if any. All Rents collected by the receiver shall be applied as the appointing court may direct and, in the absence of such direction, first to payment of the costs and expenses of the management of the Property and collection of rents, including, but not limited to, receiver's fees, and premiums on receiver's bonds and reasonable attorneys' fees, and then as provided in Paragraph 3. The receiver shall be liable to account only for those Rents actually received. Lender will provide written notice to Mortgagor concurrently with seeking to have a receiver appointed. Borrower acknowledges and agrees that upon acceleration under Paragraphs 17 and 19, any receiver appointed pursuant to this Paragraph 21 shall have full right and authority to market the Property for sale without obtaining any further consent from Borrower, and shall have full right and authority to enter into any contract for the sale of the Property and consummate the transactions contemplated under such sale contract. Borrower shall fully cooperate with the receiver facilitating a sale of the Property, including but not limited to executing any and all documents necessary to consummate the sale of the Property.

19. Zoning. The Property is zoned to permit the intended operation and use of the Property. Mortgagor will not initiate or acquiesce in a zoning reclassification without Lender's prior written consent.

20. Principal Amount of Mortgage. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced for Impositions and insurance premiums or to protect the security of this Mortgage, exceed \$315,000.00.

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

22. Environmental Compliance. As used in this Section 27: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental

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protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products). Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

23. Interpretation. This Mortgage shall be construed pursuant to the laws of the State of Illinois. The headings of sections and paragraphs in this Mortgage are for convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions. The use of singular and plural nouns, and masculine, feminine, and neuter pronouns, shall be fully interchangeable, where the context so requires. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated to be invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included. Time is of the essence of the payment and performance of this Mortgage.

24. Change of Laws. In the event of the enactment after the date hereof of any law of the State in which the Real Estate is located imposing upon Lender the payment of the whole or any part of the taxes or assessments for charges and liens herein required to be paid by Mortgagor, or the passing or creation of any law deducting from the value of the Property any lien thereon for the purpose of taxation of Lender, or changing in any way the laws now in force for the taxation of mortgages, or the Secured Indebtedness, or changing the manner of collection of any such taxation from Mortgagor so as to affect this Mortgage or the Secured Indebtedness, then in such event Mortgagor, upon demand by Lender, shall pay such taxes or assessments or reimburse Lender therefor; provided, however, that if it is unlawful for Mortgagor to make such payment, or the making of such payment would impose a rate of interest beyond the maximum permitted by law, then and in such event, such payments by the Mortgagor shall be delayed until the earliest interest payment dates under the Note on which the receipt thereof would be permissible under the laws applicable to the Lender limiting rates of interest which may be charged or collected by the Lender.

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

26. Miscellaneous. The recitals set forth above are incorporated herein by this reference. Upon request of the Lender, the Mortgagor shall execute, acknowledge and deliver all such additional instruments and further assurances of title and shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage and of the other Loan Documents. Nothing herein contained shall be construed as constituting the Lender a mortgagee-in-possession in the absence of the actual taking of possession of the Property by the Lender pursuant to this Mortgage. The Lender shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of the Mortgagor or of any lessee, operator, concessionaire or licensee of the Mortgagor in the conduct of their respective businesses, and, without limiting the foregoing, the Lender shall



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not be deemed to be such partner, joint venturer, agent or associate on account of the Lender becoming a mortgagee-in-possession or exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise. The relationship of the Mortgagor and the Lender hereunder is solely that of debtor/creditor. The parties hereto intend that the Mortgage and the lien hereof shall not merge in fee simple title to the Property, and if the Lender acquires any additional or other interest in or to the Property or the ownership thereof, then, unless a contrary intent is manifested by the Lender as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

27. Waiver of Notice of Acceptance. Notice of acceptance of this Mortgage by Lender is hereby waived.

[Signature page follows]

Property of Cook County Clerk's Office



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## EXHIBIT "A"

### LEGAL DESCRIPTION AND PERMANENT INDEX NUMBERS OF PROPERTY

UNITS 1, 2, 3, P-1, P-2, AND P-3 IN 4745 NORTH ARTESIAN CONDOMINIUM, AS DELINEATED ON THE SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN NORTHWEST LAND ASSOCIATION'S SUBDIVISION, BEING A SUBDIVISION LOCATED IN SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT " D" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED MAY 19, 2000 AS DOCUMENT 00361643, IN COOK COUNTY, ILLINOIS TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNITS, AS SET FORTH IN SAID DECLARATION AS AMENDED

FROM	TIME	TO	TIME.
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Commonly known as:

4745 North Artesian Avenue, Units 1, 2, 3 and Parking Units P-1, P-2, and P-3, Chicago, Illinois 60625.

PINS:

13-13-207-032-1001  
 13-13-207-032-1002  
 13-13-207-032-1003  
 13-13-207-032-1004  
 13-13-207-032-1005  
 13-13-207-032-1006

*NOW KNOWN AS*

LOT 39 IN BLOCK 1 IN THE NORTH WEST LAND ASSOCIATION'S SUBDIVISION OF THAT PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 13, LYING NORTH OF THE RIGHT OF WAY OF THE NORTHWESTERN ELEVATED RAILROAD IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

Clerk's Office

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## EXHIBIT "B"

### PERMITTED ENCUMBRANCES

As per Schedule B of that certain Loan Commitment issued by Chicago Title Insurance Company as Commitment No. 19626666-CRI, attached hereto and incorporated herein by reference.

1. General real estate taxes not yet due and payable.
2. 10 foot building line registered as Document Number 3805177. **(Affects underlying property)**
3. Restrictions, etc. in favor of Chicago Title and Trust Company, regarding sale of liquors, cost of buildings and building line restrictions, Document Number 3925146.
4. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

PROPERTY OF COOK COUNTY CLERK'S OFFICE