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2019-00886-PT

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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



Doc# 1908555104 Fee \$66.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/26/2019 03:06 PM PG: 1 OF 15

PREMIER TITLE

The property identified as: **PIN:** 19-03-315-016-0000

Address:

Street: 4645 S Knox

Street line 2:

City: Chicago

State: IL

ZIP Code: 60632

Lender: The Richard William Gagliani Trust Dated July 30, 2009 and The Andrea Frances Gagliani Trust Dated July 30, 2009

Borrower: Januska Enterprises, LLC

Loan / Mortgage Amount: \$459,000.00

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

Certificate number: AC11831B-3B99-48E3-8886-A1CD04C0605E

Execution date: 3/25/2019

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20 19-00886-PT
MORTGAGE

Property:

4645 S. Knox
 Chicago, IL 60632
 PIN: 19-03-315-016-0000

Prepared By And, Upon**Recording, Mail To:**

Brian J. Mulhern
 15 Salt Creek Lane, Suite 200
 Hinsdale, IL 60521

This Mortgage is made effective this 25th day of March, 2019, by **JANUSKA ENTERPRISES, LLC**, an Illinois limited liability company ("Mortgagor"), in favor of **THE RICHARD WILLIAM GAGLIANI TRUST DATED JULY 30, 2009** and **THE ANDREA FRANCES GAGLIANI TRUST DATED JULY 30, 2009** ("Mortgagees").

WHEREAS, Mortgagor (as Borrower) has executed a Promissory Note of even date herewith ("Note") with a nine year Term (Maturity Date: March 25, 2028), in favor of Mortgagees (as Payees of the Note) in the Principal amount of Four Hundred Fifty-Nine Thousand and no/100 Dollars (\$ 459,000.00) (the "Note"); and

WHEREAS, the Note evidences "Seller financing" provided by Mortgagees for Mortgagor's acquisition of commercial/industrial real estate commonly known as 4645 S. Knox Chicago, IL 60632 ("the Property"); and

WHEREAS, the execution, delivery and recording of this Mortgage against the Property as collateral security for the Note are conditions precedent to the funding of the Note.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are made a part of this Mortgage, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Mortgagor agrees as follows:

A. MORTGAGE.

Mortgagor hereby MORTGAGES, GRANTS AND CONVEYS to Mortgagees the Property, which is legally described on Exhibit "A" attached hereto, in order to secure to Mortgagees: (1) Mortgagor's obligations for the payment to Mortgagees of all amounts due under the Note (the "Indebtedness"); (2) the payment of any and all other sums, with interest, advanced by Mortgagees in accordance herewith to protect the security of this Mortgage; and (3) the performance of the non-monetary covenants and agreements of Mortgagor contained herein or in the Note.

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B. INCLUDED RIGHTS.

MORTGAGOR EXPRESSLY AGREES THAT THE PROPERTY IS HEREBY CONVEYED AND MORTGAGED TO MORTGAGEES:

1. **TOGETHER WITH** all improvements, fixtures and equipment now existing or constructed/installed on or in the Property while this Mortgage is in effect; and
2. **TOGETHER WITH** any and all rents from leases of the Property while this Mortgage is in effect, per Section "D" below.

C. COVENANTS.

MORTGAGOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. **Preservation and Maintenance of the Property.** Mortgagor will abstain from and will not permit the commission of waste on the Property and will keep any buildings, improvements, fixtures and equipment now or hereafter thereon in good repair and will make replacements thereto as and when the same become necessary. Mortgagor shall promptly notify Mortgagees in writing of the occurrence of any loss or damage to the Property. Mortgagor shall not materially alter the buildings, improvements, fixtures or equipment now or hereafter upon said Property, or remove the same therefrom, or permit any tenants or other person to do so, without the prior written consent of the Mortgagees. Mortgagor will not permit any portion of the Property to be used for any unlawful purposes. Mortgagor covenants and agrees that, in the ownership, operation and management of the Property, Mortgagor will observe and comply with all applicable federal, state and local statutes, ordinances, regulations, orders and restrictions including, without limitation, all zoning, building code and environmental protection ordinances, regulations, orders and restrictions.
2. **Charges and Liens.** Mortgagor shall pay when due all taxes and assessments (including any association assessments) that may be levied on said Property, and, upon request, shall promptly deliver to Mortgagees receipts showing payment thereof.
3. **Insurance.** Mortgagor shall keep the Property and all improvements, fixtures and equipment now or hereafter thereon sufficiently insured. The policies of such insurance shall be in form, with insurers, and in such amounts as may be reasonably satisfactory to Mortgagees. Mortgagor shall deliver to Mortgagees a certificate of each policy of insurance (including condominium association insurance), with a standard Mortgagees clause naming Mortgagees as mortgage holder thereunder as Mortgagees' interests may appear, and shall ensure that the insurance companies will give Mortgagees at least thirty (30) days' written notice before any such policy or policies of insurance shall be altered or cancelled and that no act or default of Mortgagor or any other person or entity shall affect the right of Mortgagees to be covered under such policy or policies of insurance in case of loss or damage. Mortgagor hereby directs all insurers under such policies of insurance to pay all proceeds payable thereunder to Mortgagees as Mortgagees' interests may appear.

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4. **Protection of Mortgagees' Security.** If default is made by Mortgagor in the payment of any of the aforesaid taxes or assessments, in keeping the Property in a proper state of maintenance and repair, or in performing any other covenant of Mortgagor herein, Mortgagees may at Mortgagees' option and without any obligation on Mortgagees' part to do so, pay said taxes and assessments, make such repairs and perform such maintenance, and perform any other covenant of Mortgagor herein. All reasonable amounts expended by Mortgagees hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagees forthwith on demand.

5. **Reimbursement for Mortgagees' Legal Expenses.** Should Mortgagees incur any cost or expense, including attorneys' fees, in enforcing Mortgagees' rights hereunder or in protecting the Property, whether or not any legal action is filed, or in the event that Mortgagees are made a party to any suit or proceeding by reason of the interest of Mortgagees in the Property, or if Mortgagees institute proceedings to foreclose the Mortgage granted hereunder, Mortgagor shall reimburse Mortgagees for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Mortgagees in connection therewith. All amounts incurred by Mortgagees hereunder shall be secured hereby and shall be due and payable by Mortgagor forthwith on demand.

6. **Acceleration.** Should a default occur as specified in Section C.15. below, or in the event judicial proceedings are instituted to foreclose any lien upon the mortgaged Property or any part thereof, Mortgagees may at any time after such default, and without notice, declare the principal balance of the Note secured hereby, together with all accrued but unpaid interest thereon, to be due and payable immediately. The commencement of proceedings to foreclose this Mortgage shall, in any event, be deemed such declaration. In addition to any right or remedy which Mortgagees may now or hereafter have by law, Mortgagees shall have the right and power: (a) to foreclose this Mortgage by legal action as provided by Illinois law and the rules of practice relating thereto; and (b) to enter upon and take possession of the Property with the irrevocable consent of Mortgagor as given and evidenced by its execution of this instrument, and as "Mortgagees in possession," let the Property, and receive all the rents, issues and profits thereof, which are overdue, due or to become due, and to apply the same, after the payment of all reasonable charges and expenses deemed by Mortgagees to be necessary, on account of the Indebtedness secured hereby, Mortgagor hereby agreeing that, in default of so doing, it may be dispossessed by the usual legal proceedings available against any defaulting tenant of real estate and further agreeing to any action to be brought in its name to dispossess any tenant defaulting in the payment of rent to Mortgagees or violating the terms of its occupancy, which right and power are effective and may be enforced either with or without any action to foreclose this Mortgage.

7. **Application of Proceeds of Foreclosure.** Upon a foreclosure sale of the Property or any part thereof, the proceeds of such sale shall be applied in the following order:

a. **Costs.** To the payment of all costs of the sale of foreclosure, including reasonable attorneys' fees and the costs of title searches;

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b. **Interest and Principal.** To the payment of the Principal, Interest and other amounts due under the Note secured hereby;

c. **Expenditures.** To the payment of all other expenses of Mortgagees incurred in connection with the foreclosure, including all money expended by Mortgagees and all other sale costs or other amounts payable by Mortgagor to Mortgagees hereunder; and

d. **Surplus.** The surplus, if any, to Mortgagor or to whomever else is lawfully entitled thereto.

8. **Waiver of Redemption, Reinstatement.**

a. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION UNDER ANY JUDGMENT OF FORECLOSURE OF THIS MORTGAGE, AND ANY REDEMPTION RIGHTS GRANTED BY ILLINOIS LAW, ON BEHALF OF MORTGAGOR, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE; and**

b. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR HEREBY WAIVES THE BENEFIT OF ALL APPRAISEMENT, VALUATION, STAY OR EXTENSION LAWS, AND ANY REINSTATEMENT RIGHTS PROVIDED BY ILLINOIS LAW, NOW OR HEREAFTER IN FORCE, AND ALL RIGHTS OF MARSHALLING IN THE EVENT OF ANY SALE HEREUNDER OF THE PROPERTY OR ANY PART THEREOF OR ANY INTEREST THEREIN.**

9. **Receiver; "Mortgagees in Possession."** Upon or at any time after the filing of any complaint or petition to foreclose this Mortgage, the court may, upon application of Mortgagees, place Mortgagees in possession or appoint a receiver of the Property. Such appointment may be made either before or after the sale, without notice, and without regard to the solvency or insolvency, at the time of application for appointment, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the Property or whether the same shall be then occupied as a homestead or not, and without bond being required of the applicant. Such receiver or Mortgagees in possession, to the extent permitted by law, shall have the power to take possession, control and care of the Property, and to collect the rent, issues and profits of the Property during the pendency of such foreclosure, and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagor and Mortgagor's heirs, personal representatives and assigns, except for the intervention of such "Mortgagees in possession" or receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the

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protection, possession, control, management and operation of the Property, during the whole of said period. The court from time to time may authorize the receiver to apply the net income in payment in whole or in part of:

a. **Management Costs.** The costs of management of the Property and collection of rents including, but not limited to, the fees of the receiver or "Mortgagees in possession," premiums for receiver's bonds and reasonable attorneys' fees;

b. **Indebtedness.** The Indebtedness secured hereby or of any judgment foreclosing this Mortgage or any tax, special assessment or other lien which may be or become superior to the lien hereof, or of such judgment, provided such application is made prior to the foreclosure sale; and

c. **Deficiency.** The deficiency in case of sale and deficiency. Any such proceeding shall in no manner prevent or retard the collection of said indebtedness by foreclosure or otherwise.

10. **Condemnation.** Any and all awards hereafter made or to be made to the present and all subsequent owners of the Property, by any governmental or other lawful authority for taking, by condemnation or eminent domain, the whole or any part of the Property or any improvement located thereon or any easement therein or appurtenant thereto (including any award from the United States government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagees, which award Mortgagees are hereby authorized to collect and receive from the condemnation authorities, and Mortgagees are hereby authorized to give appropriate receipts therefor. Mortgagor covenants and agrees that Mortgagor will give Mortgagees immediate notice of the actual or threatened commencement of any such proceedings under condemnation or eminent domain, affecting all or any part of the Property or any easement therein or appurtenance thereto, including severance and consequential damage and change in grade of streets and will deliver to Mortgagees copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute and deliver to Mortgagees, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagees for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. Mortgagees shall make available the proceeds of any award received in connection with and in compensation for any such damage or taking for the purpose of rebuilding and restoring so much of the improvements within the Property affected thereby, subject to the following conditions:

a. **Default.** That there is not then any default under any of the terms, covenants and conditions of the Note;

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b. **Leases.** That any and all then-existing leases affected in any way by such damage or taking shall continue in full force and effect without reduction or abatement of rental (except during the period of untenability);

c. **Proof of Restoration.** That Mortgagees shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditure of such money will be fully restored, free and clear of all liens and encumbrances;

d. **Insufficient Award.** That in the event such award shall be insufficient to restore or rebuild the said improvements, Mortgagor shall deposit promptly with Mortgagees the amount of such deficiency, which, together with the award proceeds, shall be sufficient to restore and rebuild the Property;

e. **Failure or Delay in Restoration.** That in the event Mortgagor shall fail within a reasonable time, subject to delays beyond its control, to restore or rebuild the said improvements, Mortgagees, at Mortgagees' option, may restore or rebuild the said improvements for or on behalf of Mortgagor and for such purpose may do all necessary acts; and

f. **Excess.** That the excess of said award (if any) not necessary for completing such restoration shall be applied as hereinafter provided as a credit upon any portion, as selected by Mortgagees, of the indebtedness secured hereby.

In the event any of the said conditions is not or cannot be satisfied, then the proceeds shall be paid over to Mortgagees and shall be applied toward the payment of all amounts payable to Mortgagees under the Loan Documents, whether or not then due and payable. Under no circumstances shall Mortgagees become personally liable for the fulfillment of the terms, covenants and conditions contained in any of the said leases of the Property nor obligated to take any action to restore the said improvements.

11. **Severability.** Nothing contained herein or in the Note shall be construed or shall operate, either presently or prospectively: (a) to require the payment of interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate, or (b) to require any party to make any payment or do any act contrary to law, and if any clause or provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such clauses and provisions only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect, and Mortgagees shall be given a reasonable time to correct any such error.

12. **Partial Releases.** Mortgagees, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens, may release any part of the Property or any person liable for the Indebtedness secured hereby, without in any way affecting the liability of any party to the Note secured by this Mortgage and without in any way affecting the priority of the lien of this Mortgage and may agree with any party obligated on said indebtedness herein to extend the time for payment of any

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part or all of the Indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien created by this Mortgage, or reduce or modify the liability, of any person or entity personally obligated for the Indebtedness secured hereby.

13. Environmental Matters. Mortgagor hereby covenants and agrees with Mortgagees that Mortgagor will not ever cause or permit to be placed, held, located, disposed of or stored in, on or about the Property or any part thereof any Hazardous Material, defined as: any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, any so-called "Superfund" or "Superlien" law, and shall include, but shall not be limited to, any substances, materials or wastes that are regulated by any local governmental authority, the State of Illinois or the United States of America because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or environment including petroleum products, asbestos and including any material or substances that are listed in the United States Department of Transportation Hazardous Material Table, as amended, 49 C.F.R. 172. 10 1, or in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. subsections 9601 et seq., or the Resources Conservation and Recovery Act, as amended, 42 U.S.C. subsections 6901, et seq., or any other applicable governmental law or regulation imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste or material, as now or at any time hereafter in effect.

14. Warrant and Defense of Title. At the time of the execution and delivery of this Mortgage, Mortgagor holds title to the Property in fee simple, free of all liens and encumbrances whatsoever except the lien/encumbrance of this Mortgage. In the Note, Borrower has agreed not to pledge or mortgage the Property as security for any other loan. In addition to real estate taxes and assessments, Mortgagor shall pay when due all water and sewer service charges, all utility charges, all condominium assessments and all other amounts which might become a lien upon the Property prior to this Mortgage and shall, upon written request, furnish to Mortgagees duplicate receipts therefor.

15. Default.

a. Events of Default. The occurrence of any of the following events or conditions shall constitute a default hereunder ("Event of Default"):

(i) If Mortgagor fails to perform or observe any term, covenant or condition in this Mortgage;

(ii) If an "Event of Default" occurs under the Note or the Note is otherwise declared by Mortgagees to be due and payable in full prior to the Note's Maturity Date;

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(iii) If a petition under the Federal Bankruptcy Laws, as amended, or any similar law, state or federal, whether now or hereafter existing, is filed by/against Borrower which is not dismissed within forty-five (45) calendar days thereafter;

(iv) If a trustee or a receiver is appointed for all or any portion of the Property or for Borrower and such trustee or receiver is not discharged within forty-five (45) calendar days thereafter;

(v) If Mortgagor makes an assignment for the benefit of creditors;

(vi) If a judgment creditor of Mortgagor obtains a lien on or possession of any part of the Property by any means, which is not discharged or released within forty-five (45) calendar days thereafter;

(vii) If a notice of lien, levy or assessment is delivered to Mortgagor or is filed of record with respect to the Property by the United States or any department, instrumentality or agency thereof, or by any state, county, municipal or other governmental agency;

(viii) If Mortgagor pledges or mortgages the Property as security for any other loan, including any subordinate financing;

(ix) If there occurs any material uninsured damage to or destruction of the Property or the Building thereon; and

(x) If Mortgagor attempts to grant or convey title to the Property to any person or entity other than Mortgagees without payment in full of the Note.

b. Remedies. Upon the occurrence of an Event of Default hereunder, Default Interest under the Note shall apply without notice to Mortgagor (effective upon the default) and the entire Indebtedness and all obligations secured hereby may, at the option of Mortgagees, upon notice to Mortgagor, become immediately due and payable, and, thereupon, or at any time during the existence of any such default, Mortgagees may proceed to foreclose this Mortgage by judicial proceedings according to applicable statutes. Any failure or deferral to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. Mortgagees shall additionally have the right to file an action at law on the Note to avail themselves of any other remedies provided for in the Note or by applicable law, which remedies shall be concurrent and may be pursued simultaneously.

c. Surrender of the Property. In any case in which, under the provisions of this Mortgage, Mortgagees have a right to institute foreclosure proceedings, whether or not the entire principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the

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lien hereof, or before or after sale thereunder, upon demand of Mortgagees, then Mortgagor shall surrender to Mortgagees and Mortgagees shall be entitled to take actual possession of the Property, personally or by Mortgagees' agents or attorneys, for condition broken and Mortgagees, in Mortgagees' discretion, may enter upon and take and maintain possession of the Property and may exclude Mortgagor, and their agents, tenants or other occupants, wholly therefrom and may, as attorney-in-fact or agent of the Mortgagor, or in Mortgagees' own name and under the powers herein:

(i) Mortgagees may hold, operate, manage and control the Property, either personally or by their agents, and with full power to use such measures, legal or equitable, as in their discretion or in the discretion of their successors or assigns may be deemed proper or necessary to enforce the payment or security of the loans, rents, issues and profits of the Property, including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor;

(ii) Mortgagees may cancel or terminate any lease or sublease previously consented to by Mortgagees for any cause or on any ground which would entitle Mortgagor to cancel the same;

(iii) Mortgagees may elect to disaffirm any lease or sublease made subsequent to this Mortgage (all of which leases or subleases being subject and subordinate to this Mortgage);

(iv) Mortgagees may (but shall not be obligated to) extend or modify any then existing Leases and make new Leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Maturity Date of the Note and the date of issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interest in the Property are subject to the lien hereof and to be binding also upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage Indebtedness secured hereby, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser;

(v) Mortgagees may (but shall not be obligated to make) make any and all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements to the Property as Mortgagees may deem judicious; and

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(vi) Mortgagees may (but shall not be obligated to) insure and reinsure the Property against all risks incidental to Mortgagees' possession, operation and management thereof and receive all avails, rents, issues and profits therefrom.

d. Rents. Any avails, rents, issues and profits of the Property received by Mortgagees after having possession of the Property or pursuant to any assignment thereof to Mortgagees under the provisions of this Mortgage shall be applied in payment of or on account of the following, in such order as Mortgagees (or in case of a receivership, as the court) may determine in its reasonable business judgment:

(i) to the payment of the operating expenses of the Property, including reasonable compensation to Mortgagees or the receiver and its agent or agents, if management of the Property has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, established claims for damages, if any, and premiums on insurance hereinabove authorized;

(ii) to the payment of taxes, special assessments and water/sewer or other utility charges now due or which may hereafter become due on the Property, or which may become due prior to the lien of this Mortgage;

(iii) to the payment of all reasonable repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Property, to place said Property in such condition as will, in the reasonable judgment of Mortgagees or the receiver, make it readily saleable or rentable; and

(iv) to the payment of the Indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

D. COLLATERAL ASSIGNMENT OF LEASES AND RENTS.

1. Lease Interests. Mortgagor hereby collaterally assigns to Mortgagees and hereby grants to Mortgagees a security interest in Mortgagor's right, title and interest in and to any and all leases of the Property or any portion(s) thereof and the rents due thereunder, whether now existing or entered into in the future, as further security upon an Event of Default under the Note (collectively, "Collaterally Assigned Leases").

2. Security. The Collaterally Assigned Leases are pledged as security for the payment of all amounts due under and the performance and observance of all covenants and conditions contained in the Note and this Mortgage in the event the Property is leased (with permission of the Mortgagee) while this Mortgage is in effect.

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3. **Conditions.** It is understood and agreed: (a) that Mortgagee shall not exercise any rights as lessor/landlord under any Collaterally Assigned Leases unless and until Mortgagor are in default under the Note or under this Mortgage; (b) that lessees/tenants under the Collaterally Assigned Leases shall pay all rent and additional rent due to Mortgagor and shall perform all lessee/tenant obligations under the Collaterally Assigned Leases on a timely basis in favor of Mortgagor, unless and until Mortgagor are in default under the Note, or Mortgagor is in default under this Mortgage; (c) that, in the event of such default, Mortgagor agrees that payment of rent to Mortgagee and performance of non-monetary covenants under such Collaterally Assigned Leases in favor of Mortgagee may be demanded by Mortgagee giving notice to such lessees/tenants upon Mortgagor's default; and (d) that Mortgagor shall not, without Mortgagees' consent, cancel, terminate, modify, or assign any Collaterally Assigned Lease.

4. **Remedies.** In the event of any breach or default under the Note or this Mortgage, Mortgagor agrees that Mortgagees shall have the right, without prior demand or notice: (a) to receive and to demand/collect rent under the Collaterally Assigned Leases upon notice to the tenants; and (b) to appoint another person or entity to take over and operate the Property as lessor/landlord under any Collaterally Assigned Lease.

E. **MISCELLANEOUS.**

1. **Applicable Law.** This Mortgage and the Note are governed by Illinois law.

2. **Incorporation of Note.** All terms and conditions contained in the Note are incorporated herein by reference.

3. **Remedies Cumulative.** Each and all of the rights, remedies and benefits provided to Mortgagees herein shall be cumulative and shall not be exclusive of any other rights, remedies or benefits provided by the Note or of any other rights, remedies or benefits allowed by law. Any waiver by Mortgagees of any default shall not constitute a waiver of any similar or other default.

4. **Notices.** All notices, demands and requests required or permitted to be given hereunder or by law shall be in writing and may be either delivered by hand delivery (by a party or by messenger) which shall be effective upon delivery, by prepaid nationally recognized express courier for next business day delivery which shall be effective one business day after deposit with the courier, or by prepaid certified U.S. Mail (return receipt requested), which shall be effective two business days after postmark date, in each case addressed as follows:

To Mortgagor at:
JANUSKA ENTERPRISES, LLC
 1111 Birch Lane
 Western Springs, IL 60558
 Attn. Paul Januska, Manager

To Mortgagees at:
 Richard and Andrea Gagliani Trusts
 5709 Grand Avenue
 Western Springs, IL 60558

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or to such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

5. **Successors and Assigns Bound; Captions; Assignment.** All of the covenants and conditions hereof shall run with the land and shall be binding upon and inure to the benefit of Mortgagor and Mortgagees and their respective executors, administrators, representatives, heirs, beneficiaries, successors and assigns and all persons claiming through or under them. Any reference herein to Mortgagees shall include the successors and assigns of Mortgagees. The captions and headings of the sections of this Mortgage are for convenience and are not to be used to interpret or define the provisions hereof. Notwithstanding anything in this Mortgage to the contrary, Mortgagor may not assign, transfer or convey in any manner any of its rights, obligations or liabilities hereunder without the prior written consent of Mortgagees, which consent may be withheld or granted by Mortgagees in Mortgagees' sole and absolute discretion for any reason whatsoever.

6. **Gender and Number.** All nouns, pronouns and relative terms shall be deemed to be masculine, feminine or neuter, singular or plural, as the context may indicate.

7. **Balance Due Upon Transfer of Property.** If all or any part of the Property is sold by Borrower (which shall include the execution of any form of installment agreement for deed) or transferred, conveyed, assigned or alienated by Mortgagor, the principal balance of the Note and all unpaid interest shall be due and payable to Mortgagees upon closing of such transfer.

8. **Costs.** Mortgagor shall pay all of the Mortgagees' costs of collecting or attempting to collect the Note or protecting or enforcing their rights under this Mortgage, including, without limitation, reasonable attorneys' fees for time spent in connection with collecting or attempting to collect the Note, whether or not any legal action is filed. All such amounts shall be payable on demand, shall bear interest at the Default Rate specified therein from the date of expenditure, and shall be deemed secured by this Mortgage.

END

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IN WITNESS WHEREOF, the undersigned Mortgagor has executed this Mortgage effective as of the 25th day of March, 2019.

JANUSKA ENTERPRISES, LLC,
an Illinois limited liability company

By: 
Paul Januska, Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)



I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Paul Januska**, now of Western Springs, Illinois personally known to me to be the same person whose name is subscribed to the foregoing Mortgage as Manager of **Januska Enterprises, LLC**, an Illinois limited liability company (or having produced sufficient identification), appeared before me this day in person and acknowledged signing and delivering the said instrument as a free and voluntary act, and as the free and voluntary act of such LLC, for the uses and purposes therein set forth.

Given under my hand and official Notary seal
this 25th day of March, 2019.


Notary Public

PREMIER TITLE
1000 JORIE BLVD., SUITE 136
OAK BROOK, IL 60523
830-571-2111

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EXHIBIT "A"

Legal Description

4645 S. Knox, Chicago, IL 60632

PIN: 19-03-315-016-0000

THE SOUTH 116 FEET OF THE NORTH 458.65 FEET OF LOT 1 (EXCEPT THE SOUTH 10 FEET OF THE EAST 20 FEET THEREOF) IN BARTLETT'S 48TH AVENUE SUBDIVISION OF LOT "A" (EXCEPT RAILROAD) IN CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND (EXCEPT THE 90 FOOT STRIP OF ADJOINING CANAL) THAT PART OF THE NORTHWEST 1/4 SOUTH OF ILLINOIS AND MICHIGAN CANAL OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office