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Illinois Anti-Predatory Lending Database Program

Doc#: 1910646168 Fee: \$74.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 04/16/2019 11:35 AM Pg: 1 of 14

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 07-20-112-010-0000**

Address:

Street: 128 Wilmslow Lane

Street line 2:

City: Schaumburg

State: IL

ZIP Code: 60194

Lender: Dominion Financial Services 3, LLC

Borrower: Maestro Real Estate and Development LLC

Loan / Mortgage Amount: \$262,000.00

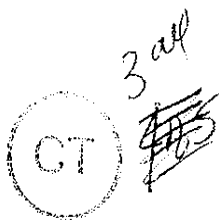
This property is located within the program area and is exempt from the requirements of 765 IL CS 77/70 et seq. because it is not owner-occupied.

CT *[Signature]*

19 ST01378 V4/R0

Certificate number: 167B6EE6-F707-4809-841F-AC1C71C9E19D

Execution date: 4/15/2019

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195701378VH1R0

After Recording Return To:

Chicago Title Insurance Company
 1701 Golf Road Tower 1, Suite 101
 Rolling Meadows, Illinois 60008

_____[Space Above This Line For Recording Data]_____

Prepared by or under the supervision of
 Cathleen M. Keating, Martin, Craig, Chester & Sonnenschein LLP
 2215 York Road, Suite 550, Oak Brook, IL 60523

MORTGAGE, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT

Property:	128 Wilmslow Lane, Schaumburg, Illinois 60194	Loan Amount:	\$262,000.00
Borrower:	Maestro Real Estate and Development LLC	Closing Date:	April 15, 2019
Guarantor:	Mevlut Hilmi Cinar and Ayse Arslan-Cinar		

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) **"Security Instrument"** means this document, which is dated as of April 15, 2019.
- (B) **"Borrower"** means Maestro Real Estate and Development LLC, a Delaware limited liability company. Borrower's address is 500 W. Algonquin Road, Mount Prospect, Illinois 60056. Borrower is the Mortgagor under this Security Instrument.
- (C) **"Lender"** means Dominion Financial Services 3, LLC, a Delaware limited liability company. Lender's address is 1029 N. Calvert Street, Suite 100, Baltimore, MD 21202. Lender is the Mortgagee under this Security Instrument.
- (D) **"Note"** means the Commercial Promissory Note dated April 15, 2019 signed by Borrower and all amendments, addenda, modifications and supplements thereto. The Note states that Borrower owes Lender Two Hundred Sixty Two Thousand Dollars and No Cents (\$262,000.00) plus interest and other charges, as more fully set forth therein. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 15, 2020.

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- (E) **“Property”** means the property that is described below under the heading **“Transfer of Rights in the Property.”**
- (F) **“Loan”** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (G) **“Riders”** – Not Applicable.
- (H) **“Applicable Law”** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (I) **“Community Association Dues, Fees, and Assessments”** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) **“Electronic Funds Transfer”** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) **“Escrow Items”** means those items that are described in Section 3.
- (L) **“Miscellaneous Proceeds”** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (M) **“Mortgage Insurance”** – Not Applicable.
- (N) **“Periodic Payment”** means the regularly scheduled amount due for interest and, if applicable, principal, under the Note.
- (O) **“Successor in Interest of Borrower”** means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.
- (P) **“Trustee”** means [Intentionally omitted].
- (Q) **“Loan Documents”** means the following, all dated as of April 15, 2019: First Payment Notice; Mortgage, Assignment of Rents, and Security Agreement; Commercial Promissory Note; Construction Addendum to Commercial Promissory Note; Guaranty and Indemnification Agreement; Authorizing Resolution; Certification of Commercial Purpose; Compliance Agreement; Closing Certification and Affidavit; Agreement as to Contractual Rate of Interest; Loan Disclosure Statement; and IRS Form W-9.
- (R) **“Guarantor”** means Mevlut Hilmi Cinar, an Illinois resident; and Ayse Arslan-Cinar, an Illinois resident. Guarantor’s address is Mevlut Hilmi Cinar, 1411 West Russell Court, Arlington Heights, Illinois 60005; and Ayse Arslan-Cinar, 1411 West Russell Court, Arlington Heights, Illinois 60005.

TRANSFER OF RIGHTS IN THE PROPERTY

THIS SECURITY INSTRUMENT secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; (ii) the performance of Borrower’s and Guarantor’s covenants and agreements under the Loan Documents; (iii) the repayment of any other indebtedness owed by Borrower or Guarantor to Lender whether now existing or hereafter contracted; and (iv) the performance of the Borrower’s and Guarantor’s covenants and agreements under the corresponding Loan Documents.

For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender’s successors and assigns the following described property located in Cook County, Illinois, which currently has an address of

128 Wilmslow Lane, Schaumburg, Illinois 60194

(the ‘Property Address’), more fully described in EXHIBIT A to this Security Instrument,

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TOGETHER WITH all component parts and improvements now or hereafter erected on the property, and all servitudes, easements, appurtenances, and fixtures now or hereafter a part of the property,

AND ALSO All replacements and additions shall also be covered by this Security Instrument,

AND ALSO the following items now or hereafter attached to the property to the extent they are fixtures are added to the property description, and shall also constitute the property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacement and additions thereto, shall be deemed to be and remain a part of the property.

All of the foregoing is referred to in this Security Instrument as the "Property."

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

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items if so required pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. All payments accepted and applied by Lender shall be applied in the order specified in the Note. Any application of payments, insurance proceeds or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. [Intentionally omitted]

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which

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that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4. Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall maintain general liability insurance with policy limits not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per incident. Borrower 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 including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Default Rate as defined in the Note from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either

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to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy; Use of Proceeds. BORROWER REPRESENTS AND WARRANTS THAT: BORROWER SHALL USE THE LOAN PROCEEDS SOLELY FOR COMMERCIAL, BUSINESS, OR INVESTMENT PURPOSES AND NOT FOR PERSONAL, CONSUMER, FAMILY, OR HOUSEHOLD PURPOSES; NEITHER THE BORROWER NOR GUARANTOR NOR ANY PARTY RELATED TO ANY BORROWER OR GUARANTOR SHALL USE THE PROPERTY AS A PERSONAL RESIDENCE PRIOR TO REPAYMENT OF THE LOAN AND RELEASE OF THIS SECURITY INSTRUMENT; AND THE LOAN CONSTITUTES A COMMERCIAL LOAN AND NOT A CONSUMER LOAN FOR ALL FEDERAL AND STATE LAW PURPOSES.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Default Rate as defined in the Note from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease, shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease, and shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. [Intentionally omitted]

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

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If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security

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Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's breach or default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees, whether incurred in enforcement, post-judgment collection proceedings, bankruptcy proceedings, or otherwise. Any amounts disbursed by Lender under this Section shall become additional debt of Borrower secured by this Security Instrument, shall bear interest at the Default Rate as defined in the Note from the date of disbursement, and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such over charge.

15. Notices. All notices given by any party in connection with this Security Instrument must be in writing. Any notice to any party shall be sent to the address specified for such party in the Definitions hereof, or to such other address as the parties may by written notice request, provided that such notice shall specify that the purpose thereof is to change the sender's notice address. Except as otherwise provided herein, notices shall be sufficient and shall be deemed given: (a) upon delivery if given either by (i) nationally recognized overnight courier, or (ii) by hand against a signed receipt; or (b) upon the earlier of delivery, refusal of delivery, or the fourth business day after mailing, if by registered or certified mail, return receipt requested. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Loan Documents.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. [Intentionally omitted.]

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information Applicable Law requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (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 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.

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Nothing herein shall create any obligation on Lender for an Environmental Cleanup. Borrower shall indemnify, defend, and hold harmless Lender against any expenses incurred in connection with any Environmental Condition or Environmental Cleanup, including without limitation all costs of investigation, monitoring, remediation, and fees of attorneys, experts or consultants. This obligation shall survive the foreclosure, release, or other termination of this Security Instrument.

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the Loan Documents (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date (as determined by the Note, except to the extent otherwise required under Applicable Law) by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure (provided, however, that this Section shall not be construed to grant to Borrower rights other than those rights Borrower has under Applicable Law). If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand, may foreclose this Security Instrument by judicial proceeding, and/ or exercise any other right or remedy permitted under Applicable law or the Loan Documents. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in the Loan Documents, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay the costs of drafting and recording the release. Lender may charge Borrower a fee for releasing this Security Instrument, except as limited under Applicable Law. This Security Instrument secures not only the debt represented by the Note, but also all other debts owed by the Borrower or any Guarantor to Lender, whether now existing or hereafter contracted. Notwithstanding anything else in the Loan Documents to the contrary, Lender shall have no obligation to release any or all of the Property from this Security Instrument unless all of the indebtedness under the Note, and all debts owed to Lender pursuant to or any other note, guaranty, or other instrument to which any Borrower or guarantor is a party, is paid in full, without regard to when such amounts were incurred, or whether such amounts were incurred with respect to the Property.

24. **Miscellaneous.**

Licenses and Permits. Borrower shall keep all material licenses, permits, and applicable government authorizations necessary for its then current operation of the Property in full force and effect.

Waivers. Borrower hereby waives all right of homestead exemption in the Property. Borrower hereby waives all right of redemption and reinstatement or equity of redemption on behalf of Borrower and on behalf of all other persons acquiring any interest or title in the Property subsequent to the date of this Security Instrument pursuant to the provisions of Section 735 ILCS 5/15 1601(b) of the Illinois Mortgage Foreclosure Law (the 'Act'). Borrower represents and warrants that all rights of redemption and reinstatement have been effectively waived to the full extent permissible under the provisions of the Act. Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Security Instrument or to any action to enforce the Note or any other obligation secured by this Security Instrument. Borrower will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Property or any part thereof wherever or whenever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Security Instrument. Borrower covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Lender, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. Borrower, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Property marshaled upon any foreclosure hereof. Borrower acknowledges that the Property does not constitute 'residential real estate' as defined in Section 735 ILCS 5/15 1219 of the Act.

Future Advances. This Security Instrument shall secure any additional loans as well as any and all present or future advances and readvances under the Loan Documents made by Lender to or for the benefit of Borrower or the Property, all of which shall be entitled to the benefits of this Security Instrument and shall, to the greatest extent permitted by law, have the same lien priority as if the future loans, advances or readvances were made as of the Closing Date including, without limitation: (a) principal, interest, late charges, fees and other amounts due under the Loan Documents; (b) all advances by Lender to Borrower or any other person to pay costs of

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erection, construction, alteration, repair, restoration, maintenance and completion of any improvements on the Property; (c) all advances made or costs incurred for the payment of real estate taxes, assessments or other governmental charges, maintenance charges, insurance premiums, appraisal charges, environmental inspection, audit, testing or compliance costs, and costs incurred by Lender for the enforcement and protection of the Property or the lien of this Security Instrument; and (d) all legal fees, consultant fees, costs and other expenses incurred by Lender by reason of any default or otherwise in connection with the Loan Documents. Borrower agrees that if, at any time during the term of this Security Instrument or following a foreclosure hereof, Borrower fails to perform or observe any covenant or obligation under this Security Instrument including, without limitation, payment of any of the foregoing, Lender may (but shall not be obligated to) take such steps as are reasonably necessary to remedy any such nonperformance or nonobservance and provide payment thereof. All amounts advanced by Lender shall be added to the amount secured by this Security Instrument and shall be due and payable promptly after demand, together with interest at the Default Rate as defined in the Note, such interest to be calculated from the date of such advance to the date of repayment thereof. Borrower's obligations hereunder shall be continuing and shall survive notwithstanding a foreclosure of this Security Instrument.

Severability. If any provision of this Security Instrument or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Security Instrument (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

Indemnification. Borrower shall save, indemnify, and harmless the Lender and its members, officers, agents, successors, and assigns against any and all damages and claims of any sort (including without limitation the fees of attorneys, appraisers, accountants, consultants, and other professionals) arising out of or in any way related to the Loan, the Property, the Loan Documents, the Lender's exercising its rights and remedies thereunder, or the parties' relationship.

25. **Cross-Default.** Borrower's default or breach under any note or agreement in which Lender or its affiliates has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

26. **Remedies Cumulative.** Each right, power and remedy of Lender (or, if applicable, Trustee) herein, under the Loan Documents, or now or hereafter existing at law, in equity, by statute or otherwise shall be cumulative, may be exercised separately, successively or concurrently, and the exercise or beginning of the exercise of any one or more of them shall not preclude the simultaneous or later exercise of any or all such other rights, powers or remedies. No failure or delay by Lender (or, if applicable, Trustee) to insist upon the strict performance of any one or more provisions of this instrument or of the Loan Documents or to exercise any right, power or remedy upon a breach thereof or default hereunder shall constitute a waiver thereof or preclude or estop Lender (or, if applicable, Trustee) from exercising any such right, power or remedy. No waiver, amendment, release or modification of this instrument shall be established by conduct, custom or course of dealing; waiver shall be established only by a written signed statement unambiguously expressing the intent to waive, amend, release or modify. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

27. **Jury Trial Waiver.** THE BORROWER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PROPERTY, THE LOAN, THE LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED THEREIN.

28. **Assignment of Leases and Rents; Appointment of Receiver; Lender in Possession.** Borrower absolutely and unconditionally assigns and transfers to Lender all rents, revenues, security deposits, rights, and remedies in connection with leases of the Property (collectively, the "Rents"), regardless of to whom the Rents of the Property are payable. The Borrower agrees not to default in performing its obligations under any lease or rental agreement with respect to the Property or any part thereof. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. Lender grants to Borrower a license to collect such rents, but such license shall terminate without notice upon the occurrence of an Event of Default. Lender assumes no liability whatsoever under any lease.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not

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limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security. The Borrower specifically agrees that the court may appoint a receiver without regard to the adequacy of the Lender's security or the solvency of the Borrower or any guarantor of any of the indebtedness and without regard to any other matters normally taken into account by courts in the discretionary appointment of receivers, it being the intention of the Borrower hereby to authorize the appointment of a receiver whenever a default has occurred and the Lender has requested the appointment of a receiver. The Borrower hereby agrees and consents to the appointment of the particular person or firm (including an officer or employee of the Lender) designated by the Lender as receiver and hereby waives its rights to suggest or nominate any person or firm as receiver in opposition to that designated by the Lender.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this Section.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

29. **Security Interest; Fixture Filing; Construction Mortgage.** To the extent that any of the property described or referred to in this Security Instrument is governed by the provisions of the Uniform Commercial Code, this Security Instrument is hereby deemed a "security agreement," a "financing statement," and a "fixture filing" under the Uniform Commercial Code. The Borrower hereby grants to the Lender a security interest in the personal and other property included in the Property, and all replacements of, substitutions for, and additions to, such property, and the products and proceeds thereof. This Security Instrument or any reproduction hereof may be filed as a financing statement in the appropriate offices to perfect the security interests granted herein. The Borrower shall, at the Borrower's own expense, execute, deliver, file and refile any financing or continuation statements or other security agreements the Lender may require from time to time to perfect, confirm or maintain the lien of this Security Instrument with respect to such property. Without limiting the foregoing, the Borrower hereby irrevocably appoints the Lender as attorney-in-fact and authorizes the Lender to execute, deliver, and file such instruments (including electronic filings) for or on behalf of the Borrower at the Borrower's expense, which appointment, being for security, is coupled with an interest and shall be irrevocable. The mailing addresses of the Borrower, as debtor, and the Lender, as secured party, are as set forth herein. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Security Instrument shall be (i) as prescribed herein, or (ii) as prescribed by applicable Law from time to time, or (iii) as prescribed by the Uniform Commercial Code from time to time, all at Lender's sole election. If the definition of "Loan Documents" includes a

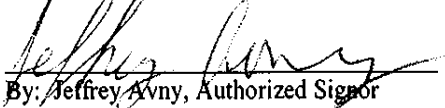
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"Construction Addendum to Commercial Promissory Note," then this Security Instrument also constitutes a "construction mortgage" for purposes of UCC § 9-334(h).

IN WITNESS WHEREOF, Borrower has caused this instrument to be duly executed as of the date first written above, with the intention that this be a document under seal.

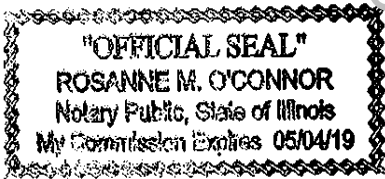
BORROWER:
Maestro Real Estate and Development LLC



By: Jeffrey Avny, Authorized Signor {seal}

State of ILLINOIS, County of Cook:

I HEREBY CERTIFY, that on April 15, 2019, before me, the undersigned, a Notary Public of the State aforesaid, duly qualified and commissioned as such, personally appeared Jeffrey Avny, an Illinois resident, Authorized Signor of Maestro Real Estate and Development LLC, a Delaware limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, who, being authorized to do so, acknowledged having executed this instrument for the purposes and in the capacity therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Notary Public
My Commission Expires: 5-4-19

Clerk:

After recording, please return to:

Chicago Title Insurance Company
1701 Golf Road Tower 1, Suite 101
Rolling Meadows, Illinois 60008

Title Company:

Please return executed documents to:

Dominion Financial Services 3, LLC
1029 N. Calvert Street, Suite 100
Baltimore, MD 21202

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EXHIBIT A
PROPERTY DESCRIPTION

For APN/Parcel ID(s): 07-20-112-010-0000

Lot 234 in Strathmore Schaumburg, Unit 4, being a Subdivision of part of the Northwest 1/4 of Section 20, Township 41 North, Range 10, East of the Third Principal Meridian according to the Plat thereof recorded April 25, 1969 as document 20822190, in Cook County, Illinois.

Property of Cook County Clerk's Office