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Illinois Anti-Predatory Lending Database Program

Doc#: 1916818083 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 06/17/2019 11:27 AM Pg: 1 of 14

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: PIN: 13-28-401-001-0000

Address:

Street: 5055-5054 W Diversey Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60639

Lender: Superior Properties Construction LLC

Borrower: RD Property Investments LLC

Loan / Mortgage Amount: \$342,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Chicago Title 19GSA603014LP RJL 2 OF 2

Certificate number: 1980EB2D-A5BD-499D-A6CC-60809A29168D

Execution date: 5/31/2019

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This document prepared by,
and after recording, mail to:

Donald B. Leventhal
Donald B. Leventhal, Ltd.
20 North Clark, Suite 3300
Chicago, IL 60602

Property of Cook County Clerk's Office

MORTGAGE AND ASSIGNMENT OF RENTS

Commonly known as: 5055-5054 W. Diversey Avenue, Chicago, Illinois 60639

P.I.N.(s): 13-28-401-001-0000; and 13-28-401-052-0000

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MORTGAGE AND ASSIGNMENT OF RENTS

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MORTGAGE

THIS MORTGAGE (“**Security Instrument**”) is given on the 31st day of May, 2019 by RD PROPERTY INVESTMENTS, LLC, an Illinois limited liability company (“**Borrower**”). This Security Instrument is given to SUPERIOR PROPERTIES CONSTRUCTION, LLC, an Illinois limited liability company, whose address is 2195 SW 142nd Avenue, Miami, FL 33175 (“**Lender**”). Borrower owes Lender the principal sum of THREE HUNDRED FORTY TWO THOUSAND AND 00/100 DOLLARS (\$342,000.00), evidenced by that certain Promissory Note dated the same date as this Security Instrument (the “**Note**”), with payments as described in the Note, and with the balance of the principal debt payable in full, if not paid earlier, due and payable on May 1, 2039. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOTS 23 (EXCEPT THE EAST 5-1/4 INCHES) AND 24 IN THE HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NO. 9, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 5055-5054 W. Diversey Avenue, Chicago, Illinois 60639 (“**Property Address**”)

P.I.N.(s): 13-28-401-001-0000; and 13-28-401-052-0000

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, issues, profits, income and other benefits, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property.

All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the “**Property**”.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except

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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.

This Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Borrower shall not be required to make deposits for yearly taxes and assessments and yearly hazard insurance premiums with Lender; provided, however, Borrower shall provide Lender with evidence of such payment. If Borrower shall fail to pay such yearly taxes and assessments when due or fail to maintain hazard insurance as described in paragraph 5, herein, Lender may require, upon written notice to Borrower that Borrower pay to an escrow account established by Lender and Borrower with a mutually agreeable escrow agent on the day monthly payments are due under the Note, until the Note are paid in full, a sum ("Funds") equal to one-twelfth of yearly taxes and assessments which may attain priority over this Security Instrument and yearly hazard insurance premiums. These items are called "escrow items." Escrow agent may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held by escrow agent in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Escrow agent shall apply the Funds to pay the escrow items. Borrower and Lender agree that interest shall be paid on the Funds. Borrower shall be liable for and pay all annual fees and expenses charged by escrow agent for maintenance of the escrow account. Escrow agent shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by escrow agent, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by escrow agent is not sufficient to pay the escrow items when due, Borrower shall pay to escrow agents any amount necessary to make up the deficiency in one or more payments as required by escrow agent.

Upon payment in full of all sums secured by this Security Instrument, escrow agent shall promptly refund to Borrower any Funds held by escrow agent. If under the terms of this Mortgage, the Property is sold or acquired by escrow agent, escrow agent shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by escrow agent at the time of application as a credit against the sums secured by this Security Instrument.

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3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; second, to prepayment charges due under the Note, if any, third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Lien.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument.

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, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien, which may attain priority over this Security Instrument Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 30 days of the giving of notice.

5. **Hazard Insurance.** 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 for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to herein. If under paragraph 24 the Property is acquired by Lender, then, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to

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Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Transfer or Encumbrance of the Property. Borrower shall not permit or suffer to occur any sale, assignment, conveyance, transfer, mortgage, lease (other than leases made in accordance with the provisions of this Mortgage) or encumbrance of, or any contract for any of the foregoing on an installment basis or otherwise pertaining to, the Property, any part thereof, any interest therein, any change in greater than 50% (or such lesser percentage as shall deprive Roberto Diaz of control of Borrower's corporate governance) of Borrower's ownership or voting rights without Lender's consent which consent shall not be unreasonably withheld, conditioned or delayed, whether by operation of law or otherwise, without the prior written consent of Lender having been obtained (i) to the sale, assignment, conveyance, mortgage, lease, option, encumbrance or other transfer and (ii) to the form and substance of any instrument evidencing or contracting for any such sale, assignment, conveyance, mortgage, lease, option, encumbrance or other transfer. Borrower shall not, without the prior written consent of Lender, further assign or permit to be assigned interests from the Property, and any such assignment without the prior express written consent of Lender shall be null and void. Borrower shall not permit any interest in any lease of the Property to be subordinated to any encumbrance on the Property other than this Mortgage and any such subordination shall be null and void. Borrower agrees that in the event the ownership of the Property, any interest therein or any part thereof becomes vested in a person other than Borrower, Lender may, without notice to Borrower, deal in any way with such successor or successors in interest with reference to this Mortgage and the Note without in any way vitiating or discharging Borrower's liability hereunder or Borrower's liabilities. No sale of the Property, no forbearance to any person with respect to this Mortgage, and no extension to any person of the time for payment of the Note or any other Borrower's liabilities given by Lender shall operate to release, discharge, modify, change or affect the original liability of Borrower, either in whole or in part, except to the extent specifically agreed in writing by

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Lender. Borrower shall not permit the Property or any portion thereof to be submitted to the Condominium Property Act of the State of Illinois by filing a Declaration of Condominium Ownership or otherwise.

9. Further Assurances. At any time and from time to time, upon Lender's request, Borrower shall make, execute and deliver, or cause to be made, executed and delivered, to Lender, and where appropriate shall cause to be recorded, registered or filed, and from time to time thereafter to be re-recorded, re-registered and refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such further mortgages, security agreements, financing statements, instruments of further assurance, certificates and other documents as Lender may consider necessary in order to effectuate or perfect, or to continue and preserve the obligations under, the Note, this Mortgage and any instrument evidencing or securing Borrower's liabilities, and the lien of this Mortgage as a lien upon all of the Property, whether now owned or hereafter acquired by Borrower, and unto all and every person or persons deriving any estate, right, title or interest under this Mortgage.

10. Assignment of Rents.

- (a) The assignment of rents, income and other benefits contained in granting clauses of this Mortgage shall be fully operative without any further action on the part of either party, and, specifically, Lender shall be entitled, at its option, upon the occurrence of an event of default under the Note or hereunder, and subject to applicable rights to cure, to all rents, income and other benefits from the Property, whether or not Lender takes possession of such property. Borrower hereby further grants to Lender the right effective upon the occurrence of an event of default under the Note or hereunder and subject to applicable rights to cure, to do any or all of the following, at Lender's option: (i) collect the rents, income and other benefits; (ii) dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to Lender; (iii) apply the rents, income and other benefits, after payment of certain expenses relating to the Property, on account of Borrower's liabilities in such order and manner as Lender may elect. Such assignment and grant shall continue in effect until Borrower's liabilities are paid in full. Neither the exercise of any rights under this section by Lender nor the application of any such rents, income or other benefits to payment of Borrower's liabilities shall cure or waive any Event of Default or notice provided for hereunder, or invalidate any act done pursuant hereto or pursuant to any such notice, but shall be cumulative of all other rights and remedies. Notwithstanding the foregoing, so long as no event of default has occurred or is continuing, Borrower shall have the right and authority to continue to collect the rents, income and other benefits from the Property as they become due and payable but not more than thirty (30) days prior to the due date thereof. The existence or exercise of such right of Borrower to collect said rents, income and other benefits shall not operate to subordinate this assignment to any subsequent assignment of said rents, income or other benefits, in whole or in part, by Borrower, and any such subsequent assignment by Borrower shall be subject to the rights of Lender hereunder.
- (b) Borrower shall not permit any rent under any lease of the Property to be collected more than thirty (30) days in advance of the due date thereof and, upon any receiver,

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Lender, anyone claiming by, through or under Lender or any purchaser at a foreclosure sale coming into possession of the Property, no tenant shall be given credit for any rent paid more than thirty (30) days in advance of the due date thereof. Borrower shall act promptly to enforce all available remedies against any delinquent lessee so as to protect the interest of the lessor under the leases and to preserve the value of the Property.

11. Leases Affecting Property.

- (a) Borrower shall comply with and perform in a complete and timely manner all of its obligations as landlord under all leases affecting the Property or any part thereof. Borrower shall give notice to Lender of any default by the landlord under any lease affecting the Property promptly upon the occurrence of such default, but, in any event, in such time to afford Lender an opportunity to cure any such default prior to the tenant having any right to terminate the lease. Borrower, if requested by Lender, shall furnish promptly to Lender (i) original or certified copies of all such leases now existing or hereafter created, as amended from time to time, and (ii) a current rent roll in form satisfactory to Lender. Lender shall have the right to notify at any time and from time to time any tenant of the Property of any provision of this Mortgage.
- (b) Nothing contained herein shall be deemed to impose upon Lender any of the obligations or duties of the landlord or Borrower provided in any lease.

12. **Management of Property.** Borrower shall cause the Property to be managed at all times in accordance with sound business practice.

13. **Use of the Property.** Borrower shall not suffer or permit the Property, or any portion thereof, to be used for any purpose other than for the purposes for which it is currently being used and, without limitation of the foregoing, Borrower shall not use or permit the use of the Property or any portion thereof for any unlawful purpose.

14. **Inspection.** Subject to the rights of any tenant of the Property, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower and any such tenant notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. Also, in the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to herein or change the amount of such payment.

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

17. Successors and Assigns Bound: Joint and Several. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 23, Borrower's covenants and agreements shall be joint and several.

18. Loan Charges. If the loan secured by this Security Instrument 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 under the Note.

19. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 24. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 23.

20. Notices. Any notice to Borrower or Lender provided for in, or permitted by, this Security Instrument shall be given in accordance with the notice provisions of the Note.

21. Governing Law; Severability; Waiver of Jury Trial. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the

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event that any provision or clause of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

TO INDUCE LENDER TO MAKE THE LOAN, BORROWER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES ANY AND ALL RIGHTS WHICH BORROWER MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDINGS IN WHICH BORROWER AND LENDER ARE ADVERSE PARTIES, IN CONNECTION WITH THE NOTE, THIS MORTGAGE OR ANY OF THE OTHER LOAN INSTRUMENTS.

TO INDUCE LENDER TO MAKE THE LOAN, BORROWER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY AGREES THAT ALL ACTIONS ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THE NOTE, THIS MORTGAGE OR ANY OF THE OTHER LOAN INSTRUMENTS SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING SITUS IN THE CITY OF CHICAGO, ILLINOIS, AND BORROWER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED AND HAVING SITUS IN SAID CITY OF CHICAGO, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS. BORROWER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS, AND CONSENTS THAT, AT LENDER'S OPTION, ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO BORROWER AT THE ADDRESS FOR BORROWER INDICATED HEREIN.

22. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of the Security Instrument.

23. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 19 or 23.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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24. Event of Default. The term event of default," wherever used in this Mortgage, shall mean any one or more of the following events:

- (a) The failure by Borrower to keep, perform, or observe any covenant, condition or agreement contained herein; or
- (b) The occurrence of an "Event of Default" under and as defined in the Note, subject to applicable cure rights.

25. Acceleration of Maturity. If an event of default shall have occurred, subject to applicable cure rights, Lender may declare Borrower's liabilities to be immediately due and payable, and upon such declaration Borrower's liabilities shall immediately become and be due and payable without further demand or notice. The foregoing shall not be in limitation of any provision contained in the Note or this Mortgage, including without limitation any such provision pursuant to which Borrower's liabilities become immediately due and payable without action or election by Lender.

26. Lender's Power of Enforcement. If an event of default shall have occurred, Lender may, either with or without entry or taking possession as provided in this Mortgage or otherwise, and without regard to whether or not Borrower's liabilities shall have been accelerated, and without prejudice to the right of Lender thereafter to bring an action of foreclosure or any other action for any default existing at the time such earlier action was commenced or arising thereafter, proceed by any appropriate action or proceeding: (a) to enforce satisfaction of the Note and/or any other of Borrower's liabilities or the performance of any term hereof or any of the other obligations of Borrower; (b) to foreclose this Mortgage and to have sold, as an entirety or in separate lots or parcels, the Property; and (c) to pursue any other remedy available to it. Lender may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as Lender may determine. Without limitation of the foregoing, if an event of default shall have occurred, as an alternative to the right of foreclosure for the full indebtedness evidenced by the Note and the interest accrued thereon and any other Borrower's liabilities, after acceleration thereof, Lender shall have the right to institute partial foreclosure proceedings with respect to the portion of Borrower's liabilities so in default, as if under a full foreclosure, and without declaring all of Borrower's liabilities to be immediately due and payable (such proceedings being referred to herein as "partial foreclosure"), and provided that, if Lender has not elected to accelerate all of Borrower's liabilities and a foreclosure sale is made because of default in payment of only a part of Borrower's liabilities, such sale may be made subject to the continuing lien of this Mortgage for the unmatured part of Borrower's liabilities. Any sale pursuant to a partial foreclosure, if so made, shall not in any manner affect the unmatured portion of Borrower's liabilities, but as to such unmatured portion, this Mortgage and the lien thereof shall remain in full force and effect just as though no foreclosure sale had been made. Notwithstanding the filing of any partial foreclosure or entry of a decree of sale therein, Lender may elect, at any time prior to a foreclosure sale pursuant to such decree, to discontinue such partial foreclosure and to accelerate Borrower's liabilities by reason of any event of default upon which such partial foreclosure was predicated or by reason of any other defaults, and proceed with full foreclosure proceedings. Lender may proceed with one or more partial foreclosures without exhausting its right to proceed with a full or partial foreclosure sale for any unmatured portion of Borrower's liabilities, it being the purpose to permit, from time to time a partial foreclosure sale for any matured portion of Borrower's liabilities without exhausting the power to foreclose and to sell the Property pursuant to any partial foreclosure in respect of any other portion of Borrower's

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liabilities, whether matured at the time or subsequently maturing, and without exhausting at any time the right of acceleration and the right to proceed with a full foreclosure.

27. Reserved.

28. Leases. Lender is authorized to foreclose this Mortgage subject to the rights, if any, of any or all tenants of the Property, even if the rights of any such tenants are or would be subordinate to the lien of this Mortgage. Lender may elect to foreclose the rights of some subordinate tenants while foreclosing subject to the rights of other subordinate tenants.

29. Purchase by Lender. Upon any foreclosure sale, Lender may bid for and purchase all or any portion of the Property and, upon compliance with the terms of the sale, may hold, retain and possess and dispose of such property in its own absolute right without further accountability

30. Application of Foreclosure Sale Proceeds. The proceeds of any foreclosure sale of the Property or any part thereof received by Lender shall be applied by Lender to the indebtedness secured hereby in such order and manner as Lender may elect.

31. Application of Indebtedness Toward Purchase Price. Upon any foreclosure sale, Lender may apply any or all of the indebtedness and other sums due to Lender under the Note, this Mortgage or any other obligation of Borrower to Lender to the price paid by Lender at the foreclosure sale.

32. Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws. Borrower hereby waives any and all rights of redemption. Borrower further agrees, to the full extent permitted by law, that in case of an event of default, neither Borrower nor anyone claiming through or under it will set up, claim or seek to take advantage of any reinstatement, appraisal, valuation, stay or extension laws now or hereafter in force, or take any other action which would prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat. Borrower, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Property marshalled upon any foreclosure of the lien hereof and agrees that Lender or any court having jurisdiction to foreclose such lien may sell the Property in part or as an entirety.

33. Receiver - Lender in Possession. If an event of default shall have occurred, Lender, to the extent permitted by law and without regard to the value of the Property or the adequacy of the security for the indebtedness and other sums secured hereby, shall be entitled as a matter of right and without any additional showing or proof, at Lender's election, to either the appointment by the court of a receiver (without the necessity of Lender posting a bond) to enter upon and take possession of the Property and to collect all rents, income and other benefits thereof and apply the same as the court may direct or to be placed by the court into possession of the Property as lender in possession with the same power herein granted to a receiver and with all other rights and privileges of a lender in possession under law. The right to enter and take possession of and to manage and operate the Property, and to collect all rents, income and other benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Lender shall be liable to account only for

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such rents, income and other benefits actually received by Lender, whether received pursuant to this Section 33 or otherwise in this Mortgage. Notwithstanding the appointment of any receiver or other custodian, Lender shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by, or payable or deliverable under the terms of this Mortgage to Lender.

33. Reserved.

34. Delay or Omission. No delay or omission of Lender in the exercise of any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to Lender may be exercised from time to time and as often as may be deemed expedient by Lender.

35. Waiver of Default. No waiver of any event of default hereunder shall extend to or affect any subsequent or any other event of default then existing, or impair any rights, powers or remedies in respect thereof.

36. Remedies Cumulative. No right, power or remedy conferred upon or reserved to Lender by the Note, this Mortgage or any other instrument evidencing or securing Borrower's liabilities is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any instrument evidencing or securing Borrower's liabilities, or now or hereafter existing at law, in equity or by statute.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

BORROWER:

RD PROPERTY INVESTMENTS, LLC
an Illinois limited liability company

By: _____
Roberto Diaz, Its Manager

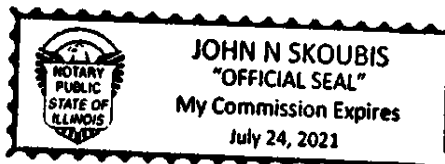
STATE OF ILLINOIS)
COUNTY OF COOK)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared ROBERTO DIAZ, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the duly authorized Manager of RD PROPERTY INVESTMENTS, LLC, an Illinois limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the Manager by himself as such duly authorized Manager.

WITNESS MY HAND AND SEAL, at office in Chicago, this 31st day of May, 2019.

John N Skoubis
Notary Public

My commission expires: _____



UNOFFICIAL COPY



CHICAGO TITLE
COMPANY

LEGAL DESCRIPTION

Order No.: 19GSA603014LP

For APN/Parcel ID(s): 13-28-401-001-0000 and 13-28-401-052-0000

LOTS 23 (EXCEPT THE EAST 5-1/4 INCHES) AND 24 IN THE HULBERT FULLERTON AVENUE
HIGHLANDS SUBDIVISION NO. 9, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST
1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office