

UNOFFICIAL COPY

Illinois Anti-Predatory Lending Database Program

Doc# 1923117115 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 08/19/2019 11:26 AM Pg: 1 of 11

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 02-16-202-040-0000

Address:

Street: 718 N. Coolidge Ave.

Street line 2:

City: Palatine

State: IL

ZIP Code: 60067

Lender: Byline Bank

Borrower: Thirumalai Satish and Kavitha Satish

Loan / Mortgage Amount: \$2,189,000.00

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

Certificate number: 5C09F44E-524D-4F1B-AF0F-9369CE59B0DC

Execution date: 8/9/2019

UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY:

Gotzmer Law Firm, Ltd.
101 Pine St.
Sheboygan Falls, WI 53085

AFTER RECORDING RETURN TO:

Byline Bank
Attn: PCE Team
10 N. Martingale Rd., Suite 160
Schaumburg, IL 60173

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MORTGAGE

This Mortgage is made on August 9, 2019, by THIRUMALAI SATISH and KAVITHA SATISH, husband and wife (whether one or more, "Mortgagor"), whose address is 786 W. Misty Dr., Palatine, IL 60074, to and for the benefit of BYLINE BANK, an Illinois banking corporation (referred to as "Lender"), whose address is 13925 W. North Ave., Brookfield, WI 53005.

DEFINITIONS. All capitalized terms not otherwise defined in this Mortgage shall have the following meanings:

- (A) "**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.
- (B) "**Borrower**" means, collectively, YAS Partners MP LLC, an Illinois limited liability company, YAS Partners PAL LLC, an Illinois limited liability company, YAS Partners SCH LLC, an Illinois limited liability company, and YAS Partners STW LLC, an Illinois limited liability company.
- (C) "**Community Association Dues, Fees, and Assessments**" means all dues, fees, assessments and other charges that are imposed on Mortgagor or the Property by a condominium association, homeowners' association or similar organization.
- (D) "**Guarantee Agreements**" means the Unconditional Guarantee agreement (SBA Form 148) and the Unconditional Limited Guarantee agreement (SBA Form 148L), each of even date herewith, executed by Mortgagor and guaranteeing the repayment of the Loan.
- (E) "**Loan**" means the non-revolving, variable rate loan evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Mortgage, plus interest.
- (F) "**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

UNOFFICIAL COPY

Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(G) **“Mortgage”** means this document, together with all Exhibits, Addenda and Riders to this document.

(H) **“Note”** means the U.S. Small Business Administration Note (SBA Form 147) signed by Borrower and dated of even date herewith. The Note states that Borrower owes Lender Two Million One Hundred Eighty-Nine Thousand Dollars (\$2,189,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 7th, 2029.

(I) **“Periodic Payment”** means the regularly scheduled amount due for principal and interest under the Note.

(J) **“Property”** means the property that is described below under the heading “Transfer of Rights in the Property.”

(K) **“SBA/”** means the United States Small Business Administration.

(L) **“Successor in Interest of Mortgagor”** 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 Mortgage.

TRANSFER OF RIGHTS IN THE PROPERTY

This Mortgage secures to Lender: (i) the performance of Mortgagor’s covenants and agreements under the Guarantee Agreement and this Mortgage; (ii) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (iii) the performance of Borrower’s covenants and agreements under the Note and other Loan documents. For this purpose, Mortgagor does hereby mortgage, grant and convey to Lender and Lender’s successors and assigns the following described property located at 718 North Coolidge Avenue, Village of Palatine, Cook County, Illinois.

See Exhibit A attached hereto and made a part hereof.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, water rights and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the “Property.”

MORTGAGOR COVENANTS that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Mortgagor covenants and agrees as follows:

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

Mortgagor shall promptly discharge any lien which has priority over this Mortgage unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Mortgagor 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 Mortgage. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Mortgage, Lender may give Mortgagor a notice identifying the lien. Within 10 days of the date on which that notice is given, Mortgagor shall satisfy the lien or take one or more of the actions

UNOFFICIAL COPY

set forth above in this Section 1. Notwithstanding the foregoing, this Mortgage will be subject and subordinate to the following:

Mortgage, dated October 08, 2015, between Thirumalai Satish and Kavitha Satish and Caliber Home Loans, Inc., recorded October 22, 2015 as document number 1529526063.

Mortgage, dated September 1, 2017, between Thirumalai Satish and Kavitha Satish and IH Mississippi Valley Credit Union, recorded November 15, 2018 as document number 1831916025.

2. Property Insurance. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards 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 Mortgagor subject to Lender's right to disapprove Mortgagor's choice, which right shall not be exercised unreasonably. If Mortgagor fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Mortgagor'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 Mortgagor, Mortgagor'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. Mortgagor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Mortgagor could have obtained. Any amounts disbursed by Lender under this Section 2 shall become additional debt of Mortgagor secured by this Mortgage. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Mortgagor 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, Mortgagor shall promptly give to Lender all receipts of paid premiums and renewal notices. If Mortgagor 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, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagor. Unless Lender and Mortgagor 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 Mortgagor any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Mortgagor shall not be paid out of the insurance proceeds and shall be the sole obligation of Mortgagor. 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 Mortgage, whether or not then due, with the excess, if any, paid to Mortgagor.

UNOFFICIAL COPY

If Mortgagor abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Mortgagor 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 as provided herein or otherwise, Mortgagor hereby assigns to Lender (a) Mortgagor's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Mortgage, and (b) any other of Mortgagor's rights (other than the right to any refund of unearned premiums paid by Mortgagor) 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 to repair or restore the Property or to pay amounts unpaid under the Note or this Mortgage, whether or not then due.

3. Preservation, Maintenance and Protection of the Property; Inspections. Mortgagor shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Mortgagor is residing in the Property, Mortgagor shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined that repair or restoration is not economically feasible, Mortgagor 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, Mortgagor 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, Mortgagor is not relieved of Mortgagor'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 Mortgagor notice at the time of or prior to such an interior inspection specifying such reasonable cause.

4. Protection of Lender's Interest in the Property and Rights Under this Mortgage. If (a) Mortgagor fails to perform the covenants and agreements contained in this Mortgage, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Mortgage (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Mortgage or to enforce laws or regulations), or (c) Mortgagor 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 Mortgage, 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 Mortgage; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Mortgage, 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 4, 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 4.

Any amounts disbursed by Lender under this Section 4 shall become additional debt of Borrower and Mortgagor secured by this Mortgage. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Mortgagor requesting payment.

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

UNOFFICIAL COPY

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 Mortgagor 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 Mortgage, whether or not then due, with the excess, if any, paid to Mortgagor.

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 Mortgage, whether or not then due, with the excess, if any, paid to Mortgagor.

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 Mortgage immediately before the partial taking, destruction, or loss in value, unless Mortgagor and Lender otherwise agree in writing, the sums secured by this Mortgage 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 Mortgagor.

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 Mortgagor and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

If the Property is abandoned by Mortgagor, or if, after notice by Lender to Mortgagor that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Mortgagor 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 Mortgage, whether or not then due. "Opposing Party" means the third party that owes Mortgagor Miscellaneous Proceeds or the party against whom Mortgagor has a right of action in regard to Miscellaneous Proceeds.

Mortgagor 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 Mortgage. Mortgagor can cure such a default and, if acceleration has occurred, reinstate as provided herein, 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 Mortgage. 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 to the Loan.

6. Mortgagor Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to Mortgagor or any Successor in Interest of Mortgagor shall not operate to release the liability of Mortgagor, Mortgagor or any Successors in Interest of Mortgagor. Lender shall not be required to commence proceedings against any Successor in Interest of Mortgagor or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the

UNOFFICIAL COPY

original Mortgagor or any Successors in Interest of Mortgagor. 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 Mortgagor or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

7. Successors and Assigns Bound. Any Successor in Interest of Mortgagor who assumes Mortgagor's obligations under this Mortgage in writing, and is approved by Lender, shall obtain all of Mortgagor's rights and benefits under this Mortgage. Mortgagor shall not be released from Mortgagor's obligations and liability under this Mortgage unless Lender agrees to such release in writing. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender.

8. Notices. All notices given by Mortgagor or Lender in connection with this Mortgage must be in writing. Any notice to Mortgagor in connection with this Mortgage shall be deemed to have been given to Mortgagor when mailed by first class mail or when actually delivered to Mortgagor's notice address if sent by other means. Notice to any one Mortgagor shall constitute notice to all Mortgagors unless Applicable Law expressly requires otherwise. Mortgagor's notice address shall be the Property Address unless Mortgagor has designated a substitute notice address by notice to Lender. Mortgagor shall promptly notify Lender of Mortgagor's change of address. If Lender specifies a procedure for reporting Mortgagor's change of address, then Mortgagor shall only report a change of address through that specified procedure. There may be only one designated notice address under this Mortgage at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Mortgagor. Any notice in connection with this Mortgage shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Mortgage is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Mortgage.

9. Governing Law; Severability; Rules of Construction. Except as provided in Section 17 below, this Mortgage shall be governed the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Mortgage 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 Mortgage or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision.

As used in this Mortgage: (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.

10. Hazardous Substances. As used in this Section 10: (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.

Mortgagor 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. Mortgagor 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.

UNOFFICIAL COPY

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).

Mortgagor 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 Mortgagor 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 Mortgagor 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, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

11. Acceleration; Remedies. Lender shall give notice to Mortgagor prior to acceleration following Mortgagor's breach of any covenant or agreement in this Mortgage (but not prior to acceleration hereunder unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Mortgagor, 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 Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Mortgagor to acceleration and foreclosure. 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 Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 11, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

12. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Mortgagor shall pay any recordation costs. Lender may charge Mortgagor a fee for releasing this Mortgage, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

13. Waiver of Homestead. In accordance with Illinois law, the Mortgagor hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

14. Placement of Collateral Protection Insurance. Unless Mortgagor provides Lender with evidence of the insurance coverage required by Mortgagor's agreement with Lender, Lender may purchase insurance at Mortgagor's expense to protect Lender's interests in Mortgagor's collateral. This insurance may, but need not, protect Mortgagor's interests. The coverage that Lender purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the collateral. Mortgagor may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Mortgagor has obtained insurance as required by Mortgagor's and Lender's agreement. If Lender purchases insurance for the collateral, Mortgagor will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Mortgagor's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

15. Assignment of Rents, Leases and Profits. Mortgagor hereby transfers and assigns

UNOFFICIAL COPY

absolutely to Lender, as additional security, all rents, leases, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the obligations secured hereby and delivery of notice of exercise of this assignment by Lender to the tenant or other user(s) of the Property in accordance with Applicable Law. This assignment shall be enforceable with or without appointment of a receiver and regardless of Lender's lack of possession of the Property.

16. Transfer of Property; Due on Sale. Upon any sale or transfer of all or any part of the Property or any interest therein by operation of law or otherwise, without the prior written consent of Lender, such an event shall constitute a default hereunder, and the obligations secured by this Mortgage may, at the option of Lender, be declared immediately due and payable in their entirety. No transfer of the all or any part of the Property by Mortgagor, and no extension of time of payment or other indulgence after such transfer, shall operate to release or discharge Mortgagor, it being agreed that the liability of Mortgagor shall continue as principal until all obligations secured by this Mortgage are paid and performed in full, notwithstanding any transfer of all or any part of the Property, extension of time or other indulgence to the then owner or any other act which might constitute a discharge of a surety.

17. SBA Loan. *The indebtedness secured by this Instrument was made under a United States Small Business Administration ("SBA") nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this Instrument, then under SBA regulations:*

a. When SBA is the holder of the Note evidencing the indebtedness secured by this Instrument, this Instrument and all other loan documents will be construed in accordance with federal law.

b. Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty tax or liability. Neither the Mortgagor nor any guarantor of the indebtedness secured by this Instrument may claim or assert against SBA any local or state law to deny any obligation of the Mortgagor or any guarantor of the indebtedness secured by this Instrument, or defeat any claim of SBA with respect to the indebtedness secured by this Instrument, or this Instrument.

Any clause in this instrument requiring arbitration is not enforceable when SBA is the holder of the Note secured by this Instrument.

[Signature Page Follows]

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

Lot 27 in Block 4 in Frank E. Merrill and Company's Greater Palatine; being a subdivision in the Northeast Quarter of Section 16, Township 42 North, Range 10, East of The Third Principal Meridian, according to the plat thereof recorded September 10, 1926 as document 318962, in Cook County, Illinois.

Property Address: 718 N. Coolidge Ave., Palatine, IL 60067

Permanent Index Number: 02-16-202-040-0000

Property of Cook County Clerk's Office