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19-0280250

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1923349179

Doc# 1923349179 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/21/2019 01:45 PM PG: 1 OF 20

PREMIER TITLE

The property identified as: PIN: 26-08-114-021-0000

Address:

Street: 10055 S. Ave N

Street line 2:

City: Chicago

State: IL

ZIP Code: 60617

Lender: Tiger Eye Investments LLC.

Borrower: Jacob Abraham

Loan / Mortgage Amount: \$150,000.00

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: D81647C9-7576-4961-8590-47280CB11FD9

Execution date: 8/16/2019

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Drafted by and return after recording to Chawla & Ravani, P.C.,
1016 W Jackson Blvd., Suite 509, Chicago, Illinois 60607
The foregoing space is reserved for County Recorder's use

MORTGAGE

THIS MORTGAGE is made as of August 16, 2019 by Jacob Abraham, an individual ("Borrower"), whose address is located at 10055 S Ave N, Chicago, Illinois 60617, to Tiger Eye Investments LLC and/or assigns ("Lender"), whose address is located at 1016 W. Jackson Blvd., Suite 509, Chicago, Illinois 60607.

RECITALS:

- A. Borrower has executed and delivered to Lender a Promissory Note of the same date as this Mortgage which is made payable to the order of Lender in the stated principal amount of One Hundred Fifty Thousand Dollars (\$150,000.00), which bears interest until paid (the "Note").
- B. Borrower owns the real estate described on the attached Exhibit A (the "Premises").
- C. THE PREMISES ARE NON-HOMESTEAD PROPERTY.
- D. The loan for which the Note provides evidence (the "Loan") is a business loan as described in 815 ILCS 205/4 (or any substitute, amended, or replacement statutes) transacted solely for the purpose of carrying on or acquiring the business of Borrower or, if Borrower is a trustee, for the purpose of carrying on or acquiring the business of the beneficiaries of Borrower.

August 16, 2019
Jacob Abraham
Mortgage

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AGREEMENTS:

In consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which Borrower acknowledges, BORROWER AGREES AS FOLLOWS:

1. Obligations. Borrower grants this Mortgage to secure the Obligations, as defined below, which include but are not limited to the following:

(a) Payment of the amounts described in the Note, as extended or modified from time to time:

(b) Payment of all other sums, together with interest, as they become due and payable to Lender under the "Loan Documents" that, for purposes of this Mortgage, include this Mortgage, the Note, the Business Loan Agreement between Lender and Borrower of the same date as this Mortgage (the "Loan Agreement"), and all other documents that, at any time, secure or provide evidence for Borrower's obligations under the Note or this Mortgage or that are executed or submitted by Borrower in connection with the loan for which the Note provides evidence (the "Loan"), including all extensions, modifications and renewals of such documents;

(c) Performance and discharge of each and every of Obligor's, as defined below, obligations, covenants and agreements described in the Loan Documents or described in any other documents or agreements between any Obligor and Lender arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Obligor, plus all interest and charges under such documents, and

(d) All costs and expenses to collect and enforce any and all of the Obligations, including reasonable attorneys' fees and expenses.

2. Present and Future Advances. "Obligor" as used in this Mortgage, includes, without limitation, Borrower and all makers, co-makers, endorsers and guarantors of any of the Obligations. "Obligations" as used in this Mortgage also includes, without limitation, all of the debts, obligations and liabilities of whatever nature or amount, as extended, renewed, modified or amended from time to time, arising out of credit or other financial accommodations previously granted, contemporaneously granted or granted in the future by Lender to or at the request of any Obligor, and all covenants, conditions and agreements contained in the Loan Documents and in all other documents which provide evidence for, secure or relate to any of the foregoing and, to the extent not prohibited by law, costs and expenses to collect and enforce the Obligations, including reasonable attorneys' fees and costs. This Mortgage will continue to be a lien on the Property defined below while any Obligation remains unpaid, regardless of when any Obligation arises, until such time as this Mortgage is released or satisfied of record. Because this Mortgage secures all Obligations of all Obligors to Lender, this Mortgage may secure Obligations in a greater dollar amount than the amount set forth above. The amount set forth above is not necessarily, at any time, the actual amount of the Obligations due to Lender and secured by this Mortgage.

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3. Grant of Mortgage. Borrower gives, grants, bargains, sells, conveys, mortgages, warrants, pledges and confirms to Lender, to secure all of the Obligations, all of Borrower's estate, right, title and interest in and to the following (collectively, the "Property"): (a) the Premises; (b) all privileges, hereditaments, licenses, permits, appurtenances, rents, leases, issues and profits from and to the Premises; (c) all existing and future buildings, improvements, personal property, fixtures and equipment located at or on the Premises and owned by Borrower, including the Collateral, as defined below; and (d) all awards and payments to which Borrower is entitled at any time from insurance or the exercise of the right of eminent domain in connection with the Premises or the Collateral.

4. Security Agreement. Intentionally omitted.

5. Financing Statement. THIS MORTGAGE IS AND WILL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING for all of the Collateral that is, or that becomes, fixtures. The fixture filing will be effective from the date of the filing of this Mortgage in the real estate records of the county in which the Premises are situated. Information concerning the security interest created by this instrument may be obtained from Lender, as secured party, as that term is used in the Code, at its address set forth in the first Section of this Mortgage. The address of Borrower, as debtor, as that term is used in the Code, is also set forth in the first Section of this Mortgage. Borrower authorizes Lender, without Borrower's signature or any further approval, to file financing statements, and continuation statements, amendments and terminations thereof, with the appropriate filing offices and take any such other action deemed necessary by Lender to perfect and maintain Lender's security interest in the Collateral.

6. Assignment of Contracts. Borrower grants, transfers and assigns to Lender, with right of reassignment, all of Borrower's rights, title and interest in, under and to any and all of the following that now exist or that exist at any time prior to the final satisfaction of the Obligations (collectively, the "Contracts"): (a) property management contracts for any or all of the Property; (b) contracts between Borrower and any architects and engineers pertaining to the design and construction of improvements to the Property, including such contracts described in the Loan Agreement, and all plans, specifications, drawings and design documents, including all addenda, modifications, change orders and amendments; (c) all construction contracts, subcontracts and material supply contracts pertaining to the design and construction of improvements to the Property; and (d) all leasing and other similar contracts with agents that relate to the rental or operations of the Property. The other parties to the Contracts, including without limitation any property manager, architect, engineer, contractor, subcontractor, material supplier, leasing agent or other agent, are collectively referred to in this Mortgage as the "Other Contract Parties." This assignment shall include all permits, licenses, approvals, certificates and consents issued prior to, on or after the date of this Mortgage by any governmental or private authority or agency which relate to the Premises, the construction of any improvements to the Property or the Contracts and all payments derived from any of the Contracts including, but not limited to, claims for and proceeds from (i) the recovery of damages done to the Premises or for the abatement of any nuisance existing on the Premises; (ii) damages resulting from any default under any of the

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Contracts, whether resulting from acts of insolvency or acts of bankruptcy or otherwise; (iii) lump sum payments for the cancellation of any of the Contracts or the waiver of any obligation or term of any of the Contracts prior to any expiration date; (iv) rights under any payment or performance bonds assuring payment or performance of any of the Contracts; and (v) the return of any insurance premiums or ad valorem tax payments made in advance and subsequently refunded. The assignment described in this Section (the "Contracts Assignment") is made for the purpose of securing the Obligations. The Contracts Assignment shall constitute a perfect, absolute and present assignment, provided Borrower shall have the right to receive and exercise all of the rights, benefits and privileges under the Contracts so long as no Event of Default, as defined below, has occurred. Nothing contained in the Contracts Assignment and no actions taken pursuant to the Contracts Assignment, including acts or omissions after an Event of Default, shall be construed as constituting Lender a "mortgagee in possession" or "in control" of Borrower.

7. Rights and Remedies Regarding Contracts.

(a) At any time after an Event of Default, Lender may, at its option, without notice, either in person or by agent or a receiver to be appointed by a court, with or without taking possession of or entering the Premises or bringing any action or proceeding to, (1) cancel all or any of the Contracts; (2) enforce the Contracts; (3) exercise all of Borrower's rights under the Contracts and all of the rights of Lender under the Contracts Assignment; (4) enter upon, take possession of, manage and operate all or any part of the Premises; and (5) do any acts, with or without taking possession of the Premises, which Lender deems proper to protect Lender's rights under the Contracts Assignment and the security interest granted in the Contracts Assignment.

(b) The Contracts Assignment shall not constitute an assumption by Lender of any of the obligations of Borrower under any Contract unless and until Lender shall exercise its rights under the Contracts Assignment, but then only for the period any contractor under such Contract is retained under the Contract. Notwithstanding the foregoing, Borrower shall continue to be primarily liable for all obligations under the Contracts. The Contracts are personal contracts between Borrower and the Other Contract Parties. Lender may remove any of the Other Contract Parties at any time after exercising its rights under the Contracts Assignment instead of assuming the relevant Contract in full for the duration of the term of the Contract.

(c) [Intentionally omitted]

(d) The rights and powers of Lender or any receiver under the Contracts Assignment shall continue and remain in full force and effect until all of the Obligations are paid in full, and shall continue after commencement of a foreclosure action and after foreclosure sale and until expiration of the equity of redemption if Lender is the purchaser at the foreclosure sale.

(e) Lender's rights and remedies under the Contracts Assignment are separate from and cumulative to Lender's other rights and remedies under this Mortgage. At Lender's sole option, Lender may exercise these rights and remedies separate from, or as part of, any action

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under other provisions of this Mortgage. No foreclosure of this Mortgage shall be required as a prerequisite to Lender's exercise of these rights and remedies.

8. Representations and Warranties - Property. Borrower represents and warrants that Borrower has, and shall continue to have, clear and marketable title to the Property; except for liens and security interests in favor of Lender and such other exceptions to coverage in any title insurance policy accepted in writing by Lender insuring Lender's interest in the Premises (collectively, the "Permitted Encumbrances").

9. Representations and Warranties - Collateral. Borrower represents and warrants that (a) Borrower is the true and lawful owner of the Collateral, subject to the Permitted Encumbrances; (b) no lien, charge, security interest or encumbrance, other than the Permitted Encumbrances, affects or has attached to the Collateral; and (c) no financing statement, other than financing statements in favor of Lender, that covers any of the Collateral is on file in any public office.

10. Covenants Regarding Collateral. Except as otherwise permitted by Lender in writing, Borrower covenants that (a) Borrower will not grant a security interest, or otherwise convey any interest, in any of the Collateral to any person or entity other than Lender; (b) Borrower will use the Collateral solely for business and other lawful purposes, either for Borrower's own use or as the equipment and furnishings leased or furnished by Borrower, as landlord, to tenants of the Premises; (c) Borrower will keep such Collateral on the Premises as is necessary for the operation of the Premises and will not remove such Collateral from the Premises without the prior written consent of Lender; (d) Lender's remedies under this Mortgage are cumulative and separate, and Lender's exercise of any one or more of the remedies provided for in this Mortgage or under the Code will not be construed as a waiver of any of Lender's other rights; (e) Lender may have the Collateral deemed part of the Premises upon any foreclosure of the Premises; (f) if notice to any party of the intended disposition of the Collateral is required by law in a particular instance, such notice will be deemed commercially reasonable if given at least ten (10) days prior to such intended disposition, and Lender may give such notice by advertisement in a newspaper accepted for legal publications either separately or as part of a notice given to foreclose the Premises or by private notice if Lender knows of such parties; (g) Borrower will from time to time provide Lender on request with itemizations of all of the Collateral, and such itemizations will describe the location of the Collateral; (h) the Collateral will be regarded as part of the Premises at all times, for all purposes and in all proceedings (both legal and equitable), irrespective of whether such item is physically attached to the Premises or any such item is referred to or reflected in a financing statement; (i) Borrower will, on demand, deliver to Lender all financing statements and other documents that Lender requires from time to time to establish, perfect and continue perfection of Lender's security interest in the Collateral and to protect the priority of Lender's security interest; (j) Borrower will give advance written notice of any proposed change in Borrower's name, identity, principal place of business or structure and will execute and deliver to Lender prior to or concurrently with such change all additional financing statements and other documents that Lender requires in connection with such change to establish, perfect and continue perfection of Lender's security interest in the Collateral and to protect the priority of Lender's security interest; and (k) Borrower will renew and pay all expenses of renewing the financing statements of record if any

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such financing statement will expire by reason of statutory law prior to the termination of this Mortgage.

11. Replacement of Collateral. If Borrower, in Borrower's reasonable discretion, determines that any item of the Collateral is or has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary for the operation of the Property, Borrower may, at Borrower's expense, remove and dispose of it and substitute and install other items not necessarily having the same function, provided that such removal and substitution will not impair the operating utility of the Premises. All substituted items will become a part of the Property and subject to the lien of this Mortgage. Any amounts received or allowed Borrower upon the sale or other disposition of the removed items of Collateral will be applied first against the cost of acquisition and installation of the substituted items.

12. Representations and Warranties Regarding Contracts. Borrower represents and warrants to Lender that (a) Borrower has full right, power and authority to make the Contracts Assignment, Borrower has obtained all necessary consents to the Contracts Assignment and neither the Contracts Assignment nor any exercise by Lender of its rights under the Contracts Assignment constitutes a breach under any of the Contracts currently in effect (the "Current Contracts"); (b) Borrower has provided true and correct copies of all of the Current Contracts to Lender; (c) Borrower has not performed any act or executed any instrument which might prevent Lender from operating under any of the terms and conditions of the Contracts Assignment, or which would limit Lender in such operation; (d) the Current Contracts are valid, are in full force and effect and have not been modified or amended; (e) Borrower has not entered into any outstanding assignments or pledges of the Contracts; (f) except as specifically disclosed to Lender in writing, there are no existing defaults under the provisions of the Current Contracts on the part of any party to the Current Contracts, and there has been no act or omission that would constitute such a default on the giving of notice or the passage of time or both; (g) none of the Other Contract Parties has any defenses, set-offs, counterclaims against Borrower; and (h) none of the Other Contract Parties has any claims for payments in connection with the Current Contracts except as described in the Current Contracts.

13. Covenants Regarding Contracts. Borrower covenants to (a) faithfully abide by, perform and discharge each and every material obligation, covenant and agreement of the Contracts to be performed by Borrower; (b) use its best efforts to enforce or secure the performance of each and every material obligation, covenant, condition and agreement of the Other Contract Parties; (c) deliver to Lender, upon request, executed copies of any and all other and future Contracts; (d) make, execute and deliver to Lender upon demand, and at any time or times, any and all assignments and other instruments required by Lender to assign the Contracts or to carry out the purposes and intents of the Contracts Assignment; (e) give prompt notice to Lender of any notice received from the Other Contract Parties of any material default on the part of Borrower with respect to any of the Contracts, together with an accurate and complete copy of any such notice; (f) enforce or secure the performance of each and every material obligation, covenant, condition and agreement of the Contracts to be performed by each of the Other Contract Parties; (g) include in all future Contracts which are material, the consent to Borrower's collateral

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assignment of such Contracts to Lender; (h) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any of the Contracts or the obligations, duties or liabilities of Borrower under any of the Contracts, and pay all costs and expenses of Lender, including attorneys' fees, in any such action or proceeding in which Lender, in its reasonable discretion determines is necessary to appear to protect Lender's interest in the Property or the Collateral or is otherwise compelled by law to appear; and (i) pay immediately upon demand all sums expended by Lender pursuant to the Contracts Assignment together with interest on such sums according to the rate specified in the Note. Such sums shall be added to the Obligations and shall be part of the Obligations. For purpose of this Section 13 only, the term "material" shall mean either (i) the amount at issue exceeds Five Thousand Dollars (\$5,000.00); or (ii) notwithstanding the amount at issue, is necessary for the continuous safe and efficient operation or preservation of the Property or Collateral.

14. Execution of Additional Documents. Borrower will from time to time execute and deliver to Lender all other conveyances and instruments as Lender reasonably requests to ensure that the Property is subject to the lien of this Mortgage on the public record.

15. Taxes and Other Charges. Borrower will pay, before they become due, all taxes, special and other assessments and other charges levied or assessed at any time by virtue of any law or assessment against (a) the Property; (b) Lender as a result of this Mortgage; (c) Lender's interest in the Property; or (d) the Obligations. Borrower will deliver to Lender receipts showing the timely payment of such taxes, assessments and charges within thirty (30) days after payment.

16. Insurance. Borrower will keep the Property insured or cause the Property to be kept insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards, including rental loss and business interruption insurance, as Lender reasonably requires from time to time. Such insurance will be issued in an amount without co-insurance at least equal to the full value of the Property. Borrower will also purchase federal flood insurance in amounts and coverages satisfactory to Lender if, at any time during the term of the Loan, FEMA Form 91-93 (or any replacement form) shows that any portion of the Property or other collateral that secures the Loan is located within a special flood hazard area. Further, Borrower will maintain general commercial liability insurance with coverages and in amounts Lender reasonably requires from time to time. Initially, Borrower shall maintain general commercial liability insurance against claims for bodily injury or death to property suffered by others occurring in or about the Property or in or about the adjoining streets and passageways and to afford protection to the limit of not less than \$2,000,000 per occurrence primary coverage and \$2,000,000 umbrella policy. All insurance will be issued by insurers reasonably approved by Lender. Borrower will pay all premiums when due. The policies will contain a mortgagee loss payee clause in favor of Lender, in form and content reasonably acceptable to Lender, identifying Lender as "mortgagee loss payee." Each insurer is authorized and directed to make payments for loss directly to Lender unless Lender otherwise agrees in writing. Copies of all policies covering the Property will be deposited with Lender. Borrower will promptly give written notice of loss to all insurers and Lender. Except as provided in Section 18 below, all proceeds from such insurance will be applied, at Lender's option, to either the Obligations (without prepayment penalty or premium) or to the restoration of

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improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, all right, title and interest of Borrower in and to any insurance then in force will pass to the purchaser or grantee; however, Lender's interest will not be affected by any such transfer.

17. Due on Sale. For the purpose of protecting Lender's security, and to keep the Premises free from subordinate financing liens, except for the Permitted Encumbrances, Borrower will not voluntarily, involuntarily or by operation of law do, cause or allow any of the following to occur without the prior written consent of Lender: (a) in any manner sell, transfer or convey, directly or indirectly, all or any part of Borrower's rights, title, or interest in and to the Property or any part of the Property, whether legal or equitable, or partition the Premises, except as specifically permitted under this Mortgage; (b) if Borrower is an entity, in any manner sell, transfer or convey, or allow any of its members to sell, transfer or convey, any membership interest, profits interest or equity interest in Borrower; (c) if Borrower is an entity, issue any partnership interests, units, stock or other equity interest of any class or type to any person, persons, entity or entities so as to change the now existing proportionate ownership and control interests of the existing partners, members, shareholders or other equity holders of Borrower; or (d) except as permitted under the Loan Agreement, obtain any financing that, or any part of which, will be secured by all or any part of the Property, or by a lien against or assignment of any partnership or membership interests or stock of Borrower. The occurrence of any such event without the prior written consent of Lender will be an immediate Event of Default, as defined below, without any notice or cure period. Borrower will reimburse Lender for all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in connection with the review of Borrower's request for Lender's consent to a sale or other transfer or to encumber further all or any part of the Premises, any interest in this Mortgage or any interest in Borrower. Without limiting the generality of the foregoing, the occurrence at any time of any of the following events without the prior written consent of Lender or otherwise in accordance with the terms and conditions of the Loan Documents will be an unpermitted transfer of title to the Premises and an Event of Default, as defined below:

(i) Sale, installment sale, conveyance, assignment or other transfer of, or the creation of a security interest in or encumbrance of, all or any part of the legal or equitable title to the Property;

(ii) Sale, installment sale, conveyance, assignment or other transfer of, or the creation of a security interest in or encumbrance of, any interest in Borrower.

No consent by Lender to any action described in this Section, or waiver by Lender of any Event of Default, will constitute consent to, or a waiver of, any right, default or power of Lender upon a subsequent default. Except as set forth in this Mortgage, Lender will not be required to consent to any transfer of any of the above interests, and Lender may require Borrower to pay the entire unpaid balance of the Obligations with accrued interest upon the occurrence of any such transfer. Notwithstanding the foregoing, Lender shall not unreasonably withhold consent to transfers by individual members of the members of Borrower of equity interests in the members

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of Borrower for estate planning purposes to family members, trusts, family partnerships or any other similar estate planning vehicles.

18. Condemnation and Insurance Proceeds. In Lender's sole discretion, except as otherwise permitted by Lender in writing, condemnation and insurance proceeds will be either applied to the outstanding principal balance of the Obligations or used to repair any damage to the Property. Lender may, in its discretion, make the insurance proceeds or any condemnation award available for the restoration or repair of the improvements on the Property, provided:

(a) The improvements can be rebuilt to be substantially similar to those originally financed and can, with the restoration and repair, continue to be operated for the purpose utilized prior to such damage or taking;

(b) No Event of Default, as defined below, exists or would exist upon the giving of notice or the passage of time or both;

(c) The appraised value of the Property after such restoration or repair will not have been reduced from its appraised value as of the date of this Mortgage; and

(d) The remaining area of the Property after condemnation or taking by eminent domain, in Lender's sole discretion, has an appraised value equal to or greater than eighty percent (80%) of the stated principal amount of the Note.

Any restoration or repair will be done under the supervision of an architect acceptable to Lender and pursuant to specifications approved by Lender. Insurance proceeds and condemnation awards used to repair or restore the Premises will be held by Lender for such purposes and will from time to time be disbursed to defray the costs of such restoration or repair under such safeguards and controls as Lender reasonably requires to assure completion in accordance with the approved plans and specifications and free of liens or claims. Borrower will, upon demand, deposit with Lender any sums necessary to make up any deficiency between the actual costs of the work and the amount of proceeds and will provide such lien waivers and completion bonds as Lender reasonably requires.

Notwithstanding the foregoing provisions, condemnation and insurance proceeds that are to be paid to Ground Lessee pursuant to the Ground Lease shall be paid to Ground Lessee on the terms and conditions of the Ground Lease.

19. Hazardous Materials.

(a) Compliance. Borrower shall comply with all of the terms and conditions of the Environmental Indemnity Agreement dated as of the date of this Mortgage and executed and delivered by Borrower and the guarantor or guarantors of the Loan in favor of Lender (the "Environmental Indemnity Agreement"). Any terms used in this Section shall have the meaning given to such terms in the Environmental Indemnity Agreement.

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(b) Environmental Covenants. Borrower covenants to Lender as follows:

(i) Borrower will comply and will cause all occupants of the Property to comply with all Environmental Laws with respect to the use, discharge, generation, removal, transportation, storage and handling of Hazardous Materials; immediately remove any Hazardous Materials discovered on the Property; and pay or cause to be paid all costs associated with such removal;

(ii) Borrower will keep the Property free of any lien imposed pursuant to any Environmental Law;

(iii) Borrower will not install or permit to be installed or to exist in or on the Property any asbestos, asbestos-containing materials, urea formaldehyde insulation or any other chemical or substance that has been determined to be a hazard to health or the environment; and

(iv) Borrower will not cause or permit to exist, as a result of an intentional or unintentional act or omission on the part of Borrower or any occupant of the Property, a releasing, spilling, leaking, pumping, emitting, pouring, emptying or dumping of any Hazardous Materials onto the Property or into waters or other lands.

(c) Events of Default and Remedies. As used in this Mortgage, any one or more of the following will constitute an "Event of Default" (in addition to Events of Default defined elsewhere in this Mortgage), and Lender will be entitled to exercise all remedies available to it under this Mortgage:

(i) Any of Borrower's representations contained in the Environmental Indemnity Agreement prove to be false, inaccurate or misleading in any material respect and, in Lender's sole judgment, create a material legal detriment to the Property.

(ii) Borrower fails to comply with the covenants contained in Section 19(b) which remains uncured for more than thirty (30) days after written notice of the default is given to Borrower by Lender or if such default cannot be cured within thirty (30) days, within a reasonable time thereafter, provided Borrower promptly commences to cure the default.

(iii) Any Hazardous Materials are found at any time to exist on the Property or in its soil or groundwater, and Borrower fails to commence and diligently pursue such actions as are required by law to remove such Hazardous Materials from the Property.

(iv) Borrower receives any summons, citation, directive, letter or other communication, written or oral, issued by any federal, state or local governmental authority concerning any violation of any Environmental Laws, and Borrower fails to cure the cause of such communication during the period described in such communication.

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Borrower grants Lender and Lender's employees and agents an irrevocable and non-exclusive license to enter the Property, subject to rights of tenants, in order to inspect, test and, if Borrower fails to do so to the extent required by law, remove Hazardous Materials. All costs of such inspections, tests and removal will immediately become due and payable to Lender, will be secured by this Mortgage and will constitute Obligations secured by this Mortgage.

(d) Indemnification. Borrower will defend, indemnify and hold harmless Lender and Lender's employees, agents, successors and assigns (the "Indemnified Parties") in accordance with the Environmental Indemnity Agreement.

20. Inspection; Appraisal. Upon such frequency as Lender may determine and whether or not Borrower is in default, Lender shall be entitled to perform and Borrower shall cooperate with examinations, inspections, audits, and appraisals as provided in this Section. Borrower shall maintain complete and accurate books and records with respect to the Property and the Rents and Leases defined below. Upon advance notice by Lender to Borrower, Borrower shall permit access thereto by Lender and by Lender's designated representatives and agents for purposes of inspection, copying, and auditing. Lender and Lender's designated representatives and agents shall also have the right upon advance notice to examine, inspect, and appraise any of the Property. Subject to any limitations under applicable law, Borrower shall reimburse Lender for any professional fees or other expenses incurred by Lender in connection with any examinations, inspections, or audits of the books and records of Borrower and any examinations, inspections, and appraisals of the Property.

21. Additional Covenants. Borrower covenants:

(a) Payment and Performance. To pay all sums due under the Loan Documents when and as they become due and payable in accordance with the terms of the Loan Documents, and to comply with and carry out all of Borrower's covenants and agreements set forth in the Loan Documents.

(b) Condition and Repair. To keep the Property or cause the Property to be kept in good usable condition and repair, to restore or replace or cause to be restored or replaced damaged or destroyed improvements and fixtures, and to pay or cause to be paid all bills for repairs and any and all expenses related to the Property so that no lien may be created against the Property, and to exhibit upon demand, at Lender's office, evidence of such payment.

(c) Liens. To keep the Property free from all liens and encumbrances except the lien of this Mortgage and Permitted Encumbrances.

(d) Waste. Not to commit or permit waste upon the Property or do or permit any act that would weaken, diminish or impair the Property.

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(e) Alteration or Removal. Not to remove, demolish or materially alter any part of the Property without Lender's prior written consent, which consent will not be unreasonably withheld or delayed, except Borrower may, without prior consent, remove a fixture provided that, if Borrower in its reasonable business judgment determines that such fixture needs to be replaced, the fixture is promptly replaced with another fixture of at least equal utility and quality. Notwithstanding the foregoing provisions, such removal, demolition, and alteration by Ground Lessee shall not require Lender's consent to the extent that it does not require Borrower's consent under the Ground Lease.

(f) Condemnation. To pay Lender all compensation received for any taking by condemnation proceedings of (including payments in compromise) and damages for any injury to all or part of Property. Such compensation will be applied as Lender determines to rebuild the Property or to reduce Obligations (without prepayment penalty or premium), except as provided in Section 18. Notwithstanding the foregoing provisions, any such compensation that is to be paid to Ground Lessee pursuant to the Ground Lease shall be paid to Ground Lessee on the terms and conditions of the Ground Lease.

(g) Ordinances and Inspection. To comply with all laws, ordinances and regulations that affect the Property. Subject to the rights of tenants, Borrower will permit Lender and Lender's authorized representatives to enter the Property at reasonable times to inspect the Property and, at Lender's option, but at Borrower's expense, to repair or restore the Property if Borrower fails to do so to the extent required in this Mortgage within thirty (30) days after written notice from Lender, or such shorter period as will be required in the event of an emergency.

(h) Subrogation. That Lender is subrogated to all rights, remedies, claims and liens of any person or Obligor satisfied in whole or part from any portion of the proceeds of any Obligation. Lender is also subrogated to the lien of any mortgage, other lien or security interest discharged in whole or in part by any portion of the proceeds of any Obligation.

22. Events of Default. As used in this Mortgage, any one or more of the following will constitute an "Event of Default" (in addition to Events of Default defined elsewhere in this Mortgage):

(a) A failure by an Obligor to pay any payment Obligation when due as provided in the document that secures or provides evidence for such Obligation.

(b) Borrower fails to observe or perform or breaches any of the non-monetary covenants or agreements contained in this Mortgage, provided that if such default is curable and if Borrower has not been given a notice of a similar default within the preceding twelve (12) months, such default may be cured if Borrower, after receiving written notice from Lender demanding cure of such default: (i) cures the default within fifteen (15) days; or (ii) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender, in its sole discretion, determines to be sufficient to cure the default and thereafter continues and completes

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all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

(c) An Obligor makes a representation or warranty in the Loan Documents, or elsewhere, to Lender that is false or misleading in any material respect when made or becomes false or misleading in any material respect at any time thereafter, or if any such representation or warranty made prior to or contemporaneously with the execution and delivery of this Mortgage proves untrue or misleading in any material respect.

(d) An Obligor breaches any term in any other of the Loan Documents or other agreement by an Obligor to Lender that is not cured within any applicable cure period specified in such agreement.

(e) Any breach of Section 17 of this Mortgage.

23. Acceleration and Remedies. Upon the occurrence of an Event of Default, all Obligations secured by this Mortgage, including all amounts that may be or have been advanced by Lender to protect the security of this Mortgage ("Advances") will, at the option of Lender and without notice, which Borrower expressly waives, be immediately due and payable. Lender may enforce or collect such Obligations and Advances in any manner and by the exercise of any remedy available at law or equity now existing or existing at the time of the Event of Default or enforcement including, without limitation, through a suit at law or by a foreclosure of this Mortgage. The judgment or decree in any suit brought to foreclose this Mortgage may include, in the sole discretion of Lender, all of the Obligations, including default interest at the highest applicable default interest rate described in the Note or other documents that provide evidence for the Obligations.

Lender will have all of the rights and remedies provided to it under this Mortgage and under the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101, et seq., as amended from time to time (the "Act"). Such rights and remedies include, without limitation, the right to: (a) make protective advances to pay costs to protect, preserve and restore the Property, or to preserve the lien and priority of this Mortgage, or enforce this Mortgage, as referred to in Section 5/15-1302(b)(5) of the Act; (b) pay attorneys' fees and other costs in connection with the exercise of Lender's rights, foreclosure of this Mortgage and other litigation and administrative proceedings to which Lender may be or become a party; (c) pay all costs and expenses in connection with a judgment of foreclosure or expenses deductible from the proceeds of sale as provided in the Act; (d) obtain a shortened redemption period as provided in the Act or, if the mortgaged property is abandoned, seek a shortened redemption or reinstatement period; (e) obtain possession of the Property; (f) obtain all rents, issues and profits arising out of any leases and rights of occupancy of any portion of the Premises; (g) have a receiver appointed pursuant to the Act; (h) apply proceeds of any foreclosure sale in accordance with the provisions of the Act; and (i) apply any money or securities that constitute deposits made to or held by Lender or any depository pursuant to any provision of this Mortgage toward payment of the Obligations.

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Further, Lender will, with respect to any part of the Property that constitutes property of the type governed by the Code, have all rights, options and remedies of a secured party under the Code including, without limitation, the right to the possession of all or part of any such property, and the right to enter, without legal process, any premises where any such property may be found. Any requirement of the Code for reasonable notification will be met by mailing written notice to Borrower at Borrower's last known address at least ten (10) days prior to the sale or other event for which such notice is required. The reasonable expenses of retaking, selling and otherwise disposing of such property, including reasonable attorneys' fees and legal expenses, will constitute Obligations and will be payable upon demand with interest at the highest applicable default interest rate described in the Note at the time the expense is incurred.

24. Authority of Lender to Perform for Borrower. If Borrower fails to perform any of the covenants or duties set forth in this Mortgage, Lender may perform or cause them to be performed; and any amounts paid by Lender pursuant to this Section will bear interest at the highest applicable default interest rate computed from the date of Lender's expenditure to the date of Borrower's repayment and be secured by this Mortgage. Borrower will repay on demand any such amounts paid by Lender. Lender has no duty to inquire as to the validity of any tax, assessment, or other claim or expense against Property and a receipt for payment of any such amount will be conclusive of the validity and amount of such claim or expense.

25. Power of Sale. In the event of foreclosure, Lender may cause the Property to be sold at public sale and cause the execution and delivery to the purchaser of one or more deeds of conveyance pursuant to applicable law.

26. Waiver. Lender may waive any default without waiving any other subsequent or prior default by any Obligor. No failure or delay of Lender to exercise any right under this Mortgage will operate as a waiver of such right; and no single or partial exercise by Lender of any such right will preclude any other or further exercise of such right or the exercise of any other right. The remedies described in this Mortgage are cumulative and not exclusive of any remedies provided by law.

27. Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage or enforce any other remedies of Lender, and without regard to the adequacy or inadequacy of the Property as security for the Obligations, whether or not waste is being committed or occurring, Lender may seek and the court may appoint a receiver of the Property (including any homestead interest) to serve without bond and take possession of the Property and collect the Property's rents, issues and profits and all payments required to be made pursuant to or by virtue of any lease, to hold and apply such funds received as directed by the court, and to exercise such other powers as may be granted until the receivership will cease.

28. Assignment of and Entitlement to Rents and Leases. As additional security for the Obligations, Borrower assigns, sells, transfers, demises and sets over to Lender all rents, issues and profits arising from the Property (collectively, "Rents") now or hereafter due under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the use or occupancy

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of any part of the Property, including but not limited to the Ground Lease (collectively, "Leases"). After the occurrence of an Event of Default, Lender may, at its sole option without any prior approval of Borrower, notify any or all tenants to pay all Rents directly to Lender. Lender may apply Rents, in its sole discretion and without regard to priority of application, to payment of taxes, insurance premiums, operating expenses, attorneys' and accountant's fees and expenses, and on the principal and interest of the Obligations, after deduction of a reasonable fee for services rendered in collection of Rents and management of the Property. This assignment will continue until all Obligations secured by this Mortgage have been fully paid and satisfied. The foregoing assignment will be deemed a present and immediate assignment of Rents and rights under Leases, provided Borrower will have the right to collect Rents and the benefit of all rights under Leases until an Event of Default occurs. Lender will be entitled to all Rents and Leases pertaining to the Property immediately upon any default by Borrower in complying with any term or requirement of this Mortgage. Lender is not required to take any action to be entitled to all Rents and Leases pertaining to the Property.

29. Waivers. Borrower shall not at any time insist upon or plead, or in any manner whatever claim or take any advantage of, any stay, exemption or extension law, including, but not by way of limitation, any Homestead Exemption Law, or any so-called "Moratorium Law" which is in force at any time; and shall not claim, take or insist upon any benefit or advantage of or from any law which provides for the valuation or appraisal of all or any part of the Property prior to any sale of sales of the Property to be made pursuant to any provision of this Mortgage or to the decree, judgment or order of any court of competent jurisdiction; or, after such sale or sales, claim or exercise any rights under any statute now or hereafter in force to redeem all or any part of the Premises or which relates to the marshaling of assets upon a foreclosure sale or other action to enforce this Mortgage. Borrower expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, excepting only decree or judgment creditors of Borrower which acquire any interest or title to all or any part of the Property or beneficial interests in Borrower subsequent to the date of this Mortgage. Any and all rights of redemption of Borrower and of all other persons are and shall be deemed to be waived to the fullest extent permitted by the provisions of any applicable law or replacement statute. Borrower shall not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy of Lender and shall permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted. If Borrower is a trustee, it represents that the provisions of this Section (including the waiver of redemption rights) were made at the express direction of Borrower's beneficiaries, as well as all other persons mentioned above. Borrower agrees that no action to enforce the lien or any provision of this Mortgage will be subject to any defense which would not be good and valid in an action upon the Note. Borrower acknowledges that the Property does not constitute agricultural real estate, as such term is defined in Section 5/15-1201 of the Act, or residential real estate as defined in Section 5/15-1219 of the Act. Borrower waives any and all right of redemption pursuant to Section 5/15-1601(b) of the Act.

30. Costs, Expenses and Attorneys' Fees. In case of a default, regardless whether such default is abated or cured, and except as otherwise provided in any document that provides

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evidence for any related Obligation, to the extent not prohibited by law, all of Lender's expenses for purposes of collection, including reasonable attorney's fees, and all costs and disbursements if legal action is necessary, and all expenses of Lender including, without limitation, title evidence, surveys, appraisals, travel expenses and insurance will be added to the Obligations, and will become due as incurred and be included in any judgment. If Lender is challenged in any manner or Lender is named in any action, proceeding or lawsuit for any reason involving Borrower, any Obligor or the Property, Borrower and the Obligors will immediately, upon request of Lender, pay to Lender all expenses of every kind that pertain to such matter including, without limitation, Lender's reasonable attorneys' fees, costs, disbursements and expenses. Such sums will be added to the Obligations and become due as incurred, and may be included in any judgment.

31. Consent to Jurisdiction; Waiver of Jury Trial. Borrower, for Borrower and for all Obligors, to the extent that each may do so, consents to the jurisdiction of the courts of the State of Illinois situated in the county in which the Premises are located and the United States District Court for the Eastern District of Wisconsin for the purpose of any suit, action or other proceeding arising out of any of the Obligations or the terms or provisions of the Loan Documents, and expressly waives any and all objections that Borrower or any Obligor may have as to venue in any of such courts. TO THE EXTENT PERMITTED BY LAW, BORROWER, FOR BORROWER AND FOR ALL OBLIGORS, WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION BROUGHT WITH RESPECT TO ANY OR ALL OF THE LOAN DOCUMENTS, INCLUDING WITHOUT LIMITATION THIS MORTGAGE AND THE NOTE.

32. Additional Provisions.

(a) Word Form. Wherever the context of their usage permits, words in singular form will include the plural form and words in plural form will include the singular form with no distinction between gender.

(b) Severability and Cumulative Remedies. Invalidity or unenforceability of any provision of this Mortgage will not affect the validity or enforceability of any other provisions. The rights and remedies granted to Lender in this Mortgage are cumulative, and are in addition to the remedies granted by law.

(c) Obligors, Successors and Assigns. The Obligations are the joint and several obligations of Borrower, including each individual and entity that constitutes Borrower (if more than one), and all Obligors. This Mortgage benefits Lender and Lender's successors and assigns, and binds Borrower and all Obligors and their respective heirs, personal representatives, successors, assigns, trustees and receivers.

(d) Applicable Law. This Mortgage will be governed and interpreted by the laws of the State of Wisconsin, except that the substantive law of the State of Illinois shall govern the procedural aspects of a foreclosure of this Mortgage and attachment of the liens granted by this Mortgage.

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(e) Captions. The captions will not be deemed to be fully inclusive of all provisions in any captioned Section, and are included for reference purposes only.

(f) Notices. All notices given to Borrower under this Mortgage will be deemed given upon the terms and conditions of the notice provision of the Loan Agreement.

(g) Exhibits. All exhibits attached to this Mortgage are incorporated in this Mortgage by reference.

(Signature page follows)

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SIGNATURE PAGE TO MORTGAGE

Borrower has executed this Mortgage as of the day and year first written above.

BORROWER:

JACOB ABRAHAM

Jacob Abraham

Property of Cook County

ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK) SS)

This instrument was acknowledged before me August 16, 2019 by Jacob Abraham.

Pamela S Staal

Notary Public, State of Illinois
My commission 12-5-21

Attachments:
Exhibit A - Legal Description



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EXHIBIT A

LEGAL DESCRIPTION

LOT 29 IN BLOCK 31 IN TAYLOR'S FIRST ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF PART OF THE NORTH FRACTIONAL HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Identification Number (P.I.N.): 26-08-114-021-0000

Commonly known as: 10055 S. Ave. N, Chicago, IL 60617

Property of Cook County Clerk's Office