

Illinois Anti-Predatory
Lending Database
Program

Doc#: 2026722020 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 09/23/2020 09:26 AM Pg: 1 of 11

Certificate of Exemption



Report Mortgage Fraud
844-768-1713
2025990

The property identified as: **PIN:** 16-06-215-003-0000

Address:

Street: 1132 ROSSELL AVE.

Street line 2:

City: OAK PARK

State: IL

ZIP Code: 60302

Lender: ANCHOR LOANS, L.P.

Borrower: LUCERO CONSTRUCTION 1 INC. WHO ACQUIRED TITLE AS LUCERO CONSTRUCTION 1
INCORPORATED

PRAIRIE TITLE
6821 W. NORTH AVE.
OAK PARK, IL 60302

Loan / Mortgage Amount: \$320,000.00

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: E058E905-3E70-47B5-9F21-BDB173FF2187

Execution date: 7/30/2020

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This document was prepared by and after
recording return to:
Anchor Loans, LP
5230 Las Virgenes Road, Suite 105
Calabasas, CA 91302

2025990

Title Order No.: 2025990

Space above this line for recorder's use

MORTGAGE AND ASSIGNMENT OF RENTS

Loan No. 600402

This Mortgage and Assignment of Rents is made this 30th day of July, 2020, by LUCERO CONSTRUCTION 1 INC, an Illinois Corporation who acquired title as LUCERO CONSTRUCTION 1 INCORPORATED (herein "Borrower"), whose address is 4845 N Hamlin Ave, Chicago, IL 60625, to and for the benefit of ANCHOR LOANS, LP, a Delaware Limited Partnership, as to an undivided 100.000% interest equal to \$320,000.00 (herein "Lender") whose address is 5230 Las Virgenes Ave., Suite 105, Calabasas, CA 91302.

Lender has agreed to loan to Borrower the principal amount of three hundred twenty thousand dollars (\$320,000.00) (the "Loan"), which is evidenced by a certain Note Secured By A Mortgage (dated of even date herewith (as amended, restated or replaced from time to time, the "Note") made by Borrower and payable to the order of Lender in the principal amount of the Loan [and due on August 14, 2021 (the "Due Date"), except as may be accelerated pursuant to the terms hereof or of the Note or any other Loan Document (as hereinafter defined).

A condition precedent to Lender's extension of the Loan to Borrower is the execution and delivery of by Borrower of this Mortgage.

NOW, THEREFORE, to secure the payment of the Loan and the performance of the covenants and agreements herein contained by the Borrower to be performed, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby mortgages, grants, assigns, remises, releases, warrants and conveys to Lender, its successors and assigns, the following described real estate and all of its estate, right, title and interest therein situated, lying and being in the County of Cook, State of Illinois, to wit:

LOT 12 IN BLOCK 8 IN ROSSELL'S ADDITION TO OAK PARK, BEING A SUBDIVISION OF THE NORTH 20 ACRES OF THE WEST 25 ACRES OF THE NORTH 75 ACRES OF THE NORTHWEST 1/4 OF SECTION 5 AND THE NORTH 20 ACRES OF THE EAST 25 ACRES OF THE NORTH 75 ACRES OF THE NORTHEAST OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1132 Rossell Avenue, Oak Park, IL 60302

PIN: 16-06-215-003-0000

TOGETHER WITH all the improvements now or hereafter erected on the property, and all tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as borrower may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property";

TO HAVE AND TO HOLD the Property, unto Lender, its successors and assigns, forever, for the purposes and upon the uses herein set forth, together with all right to possession of the Property after the occurrence of a Default (as such term is hereinafter defined); Borrower hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State of Illinois.

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EXHIBIT "A"

LOT 12 IN BLOCK 8 IN ROSSELL'S ADDITION TO OAK PARK, BEING A SUBDIVISION OF THE NORTH 20 ACRES OF THE WEST 25 ACRES OF THE NORTH 75 ACRES OF THE NORTHWEST 1/4 OF SECTION 5 AND THE NORTH 20 ACRES OF THE EAST 25 ACRES OF THE NORTH 75 ACRES OF THE NORTHEAST OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1132 Rossell Avenue, Oak Park, IL 60302

PERMANENT INDEX NUMBER: 16-06-215-003-0000

Property of Cook County Clerk's Office

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THIS MORTGAGE IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by "Note", with payment of interest thereon, late charges, prepayment premiums and the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; the performance of the covenants and agreements of Borrower herein contained; (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 25 hereof (herein "Future Advances"); (c) performance of each and every agreement, obligation, covenant and condition made by or imposed upon Borrower under this Mortgage (including, without limitation, those contained in any document incorporated by reference herein), any other document securing the Note or otherwise delivered to Lender as an inducement to Lender to make the Loan evidenced by the Note, and all supplements, amendments, modifications, extensions and renewals thereof (collectively, the "Loan Documents") and (d) the repayment of all amounts described in Section 24 below (the repayment and performance obligations identified in the foregoing clauses (a)-(d) above are collectively, the "Indebtedness"). In addition, this Mortgage shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage and convey the Property, that the Property is unencumbered except for encumbrances of record that are approved by Lender, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to encumbrances of record that are approved by Lender.

IT IS FURTHER UNDERSTOOD AND AGREED AS FOLLOWS:

1. Payments of Principal and/or Interest. Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment premiums and late charges as provided in the Note and the principal of and/or interest on any Future Advances secured by the Mortgage.

2. Funds for Taxes and Insurance (Impounds).

(a) Subject to applicable law, and if required by the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or any mortgage if such holder is an institutional lender.

(b) If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such an agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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 Mortgage.

(c) If the amount of Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

(d) Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, subject to Section 5/15-1512 of the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et. seq., Illinois Compiled Statutes) (as may be amended from time to time, the "Act"), all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, if applicable, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

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4. Prior Mortgages; Liens. Borrower shall perform all of Borrower's obligations under any mortgage or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, at least ten (10) days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance.

(a) Borrower agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be released to the Borrower. Such application or release shall not cure or waive any Default hereunder or invalidate any act done pursuant to such notice.

(b) The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage or other security agreement with a lien which has priority over this Mortgage.

(c) In the event of a loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

(d) If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply their insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

(e) If Borrower obtains earthquake, flood or any other hazard insurance, or any other insurance on the Property, and such insurance is not specifically required by the Lender, then such insurance shall: (i) name the Lender as loss payee thereunder, and (ii) be subject to all of the provisions of this paragraph 5.

(f) BORROWER IS HEREBY NOTIFIED PURSUANT TO THE ILLINOIS COLLATERAL PROTECTION ACT (815 ILCS 180/1 ET. SEQ.) THAT UNLESS BORROWER PROVIDES LENDER WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY LENDER, LENDER MAY PURCHASE THE REQUIRED INSURANCE AT BORROWER'S EXPENSE TO PROTECT LENDER'S INTEREST IN THE PROPERTY. THIS INSURANCE MAY, BUT NEED NOT, PROTECT BORROWER'S INTERESTS. THE COVERAGE THAT LENDER PURCHASES MAY NOT PAY ANY CLAIM THAT BORROWER MAKES OR ANY CLAIM THAT IS MADE AGAINST BORROWER IN CONNECTION WITH THE PROPERTY. BORROWER MAY LATER CANCEL ANY INSURANCE PURCHASED BY LENDER, BUT ONLY AFTER PROVIDING LENDER WITH EVIDENCE THAT BORROWER HAS OBTAINED INSURANCE AS REQUIRED BY LENDER. IF LENDER PURCHASES INSURANCE FOR THE PROPERTY, BORROWER WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AT THE DEFAULT RATE (AS DEFINED IN THE NOTE) AND ANY OTHER CHARGES LENDER MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR THE EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE SHALL BE ADDED TO BORROWER'S TOTAL OUTSTANDING BALANCE OR OBLIGATION AND SHALL CONSTITUTE ADDITIONAL INDEBTEDNESS OWING BY BORROWER TO LENDER. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE BORROWER MAY BE ABLE TO OBTAIN ON ITS OWN.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security.

(a) If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Mortgage, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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(b) Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Mortgage. Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in conjunction with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage or other security agreement with a lien which has priority over this Mortgage.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. Remedies Cumulative. Each right, power and remedy herein conferred upon Lender is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under any of the Loan Documents or at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Lender, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of Lender in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Default or acquiescence therein.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender, in care of Lender's Servicing Agent, **Anchor Loans, LP, 5230 Las Virgenes Road, Suite 105, Calabasas, CA 91302** ("Agent") or to such other address as Lender or Agent may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. Governing Law. This Mortgage shall be governed by the Laws of the State of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage are declared to be severable.

15. Lender's Right to Require the Loan to be Paid off Immediately.

(a) If the Borrower shall sell, enter into a contract of sale, lease for a term of more than 2 years (including options to renew), lease with an option to purchase for any term, or transfer all or any part of the Property or an interest therein, excluding (i) the creation of a lien or encumbrance subordinate to this Mortgage, provided that such subordinate lien has been approved in advance by Lender, or (ii) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and any other obligations secured by this Mortgage, together with accrued interest thereon, immediately due and payable, in full. No waiver of the Lender's right to accelerate shall be effective unless it is in writing.

(b) If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 13 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by the terms of this Mortgage, or otherwise available at law or in equity.

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16. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Borrower hereby grants, transfers, sets over and assigns to Lender all of the right, title and interest of Borrower in and to (a) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables (collectively, "Rents") arising out of or from the Property, (b) all leases and subleases (collectively "Leases") now or hereafter existing, of all or any part of the Property, together with all guaranties of any such Leases and all security deposits delivered by tenants thereunder, (c) all rights and claims for damage against tenants arising out of defaults under the Leases, and (d) all tenant improvements and fixtures located on the Property. This Assignment is an absolute transfer and assignment of the foregoing interests to Lender given to secure the Indebtedness. Unless or until a Default, Borrower shall have the right to collect all Rents assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of a Default, Borrower's right to collect such Rents shall immediately terminate without further notice thereof to Borrower. In such event, Lender, in person, by Agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the Rents of the Property including those past due. All Rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

17. Default. Any of the following events shall be deemed a "Default" under this Mortgage: (a) the occurrence of a default in the payment, when due, of principal or interest on the Note or any other sum secured hereby; or (b) the occurrence of a Default under any term, covenant, agreement, condition, provision, representation or warranty of Borrower contained in this Mortgage or any other agreement secured hereby; or (c) Borrower or any guarantor of the Note files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal, state or other statute or law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or similar officer of Borrower or of all or any substantial part of the property of Borrower or any guarantor of the Note are attached, seized, subjected to a writ or distress warrant or are levied upon; or (d) the commencement of any involuntary petition in bankruptcy against Borrower or any guarantor of the Note or the institution against Borrower or any guarantor of the Note of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future federal, state or other statute or law, or the appointment of a receiver, trustee or similar officer for all or any substantial part of the property of Borrower or any guarantor of the Note, or (e) the occurrence of a Default under any other note evidencing a loan made by Lender or serviced, arranged or made by Anchor Loans, LP or its parent company Anchor Loans, Inc. (DBA Anchor Mortgage) or its Affiliates to Borrower or Borrower's partner, member, subsidiary or Borrower's Affiliate. As used in this Mortgage, "Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with a designated person or entity. Upon the occurrence of any Default under this Mortgage, Lender may, at its option, declare all sums secured hereby immediately due and payable without further notice to Borrower, with interest thereon accruing from the date of such Default until paid at the Default Rate (as defined in the Note); provided, however, that with respect to any Default described in subclause (c), if Borrower is the party to such Default, all principal of and interest on the Note shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived.

18. Foreclosure.

(a) Upon the occurrence of any Default under this Mortgage, Lender shall have the right to foreclose the lien hereof to satisfy the obligations secured hereby (or any part thereof) and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents or otherwise available at law or in equity, including all of the rights, powers and remedies available under the Act, as amended from time to time. It is further agreed that if any Default under this Mortgage occurs, as an alternative to the right of foreclosure for the full secured indebtedness after acceleration thereof, Lender shall have the right to institute partial foreclosure proceedings with respect to the portion of said indebtedness so in default, as if under a full foreclosure, and without declaring the entire secured indebtedness due (such proceeding being hereinafter referred to as ("partial foreclosure")), and provided that if foreclosure sale is made because of default of a part of the secured indebtedness, such sale may be made subject to the continuing lien of this Mortgage for the unmatured part of the secured indebtedness. It is further agreed that such sale pursuant to a partial foreclosure shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part, the lien hereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this Paragraph. Notwithstanding the filing of any partial foreclosure or entry of a decree of sale in connection therewith, Lender may elect at any time prior to a foreclosure sale pursuant to such decree to discontinue such partial foreclosure and to accelerate the entire secured indebtedness by reason of any uncured default under this Mortgage upon which such partial foreclosure was predicated or by reason of any other default under this Mortgage and proceed with full foreclosure proceedings. It is further agreed that several foreclosure sales may be made pursuant to partial foreclosures without exhausting the right of full or partial foreclosure sale for any unmatured part of the secured indebtedness. In the event of a foreclosure sale, Lender is hereby authorized, without the consent of Borrower, to assign any and all insurance policies to the purchaser at such sale, or to take such other steps as Lender may deem advisable to cause the interest of such purchaser to be protected by any of such insurance policies.

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(b) In any suit to foreclose or partially foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraisers' fees, environmental audits, property inspections, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property. All expenditures and expenses of the nature mentioned in this paragraph and such other expenses and fees as may be incurred in the enforcement of Borrower's obligations hereunder, the protection of the Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Note, or the Property, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Borrower, with interest thereon at the Default Rate and shall be secured by this Mortgage.

19. Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall, upon petition by Lender, appoint a receiver for the Property in accordance with the Act. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Borrower at the time of application for such receiver and without regard to the value of the Property or whether the same shall be then occupied as a homestead or not and Lender hereunder or any other holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Property (a) during the pendency of such foreclosure suit, (b) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and (c) during any further times when Borrower, but for the intervention of such receiver, would be entitled to collect such rents, issues and profits. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during said period, including, to the extent permitted by law, the right to lease all or any portion of the Property for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. The court from time to time may authorize the application of the net income received by the receiver in payment of (a) the Indebtedness, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, and (b) any deficiency upon a sale and deficiency.

20. Lender's Right of Possession in Case of Default. At any time after a Default has occurred, Borrower shall, upon demand of Lender, surrender to Lender possession of the Property. Lender, in its discretion, may, with process of law, enter upon and take and maintain possession of all or any part of the Property, together with all documents, books, records, papers and accounts relating thereto, and may exclude Borrower and its employees, agents or servants therefrom, and Lender may then hold, operate, manage and control the Property, either personally or by its agents. Lender shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Property, including actions for the recovery of rent, actions in forcible detainer, and actions in distress for rent. Without limiting the generality of the foregoing, Lender shall have full power to:

- (a) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Borrower to cancel the same;
- (b) elect to disaffirm any lease or sublease which is then subordinate to the lien hereof;
- (c) extend or modify any then existing leases and to enter into new leases, which extensions, modifications and leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Due Date and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower and all persons whose interests in the Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser;
- (d) make any repairs, renewals, replacements, alterations, additions, betterments and improvements to the Property as Lender deems are necessary;
- (e) insure and reinsure the Property and all risks incidental to Lender's possession, operation and management thereof; and
- (f) receive all of such avails, rents, issues and profits.

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21. Rights of Tenants; Option of Lender to Subordinate. Lender shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a Decree of Foreclosure and Sale subject to the rights of any tenant or tenants of the Property having an interest in the Property prior and superior to that of Lender. The failure to join any such tenant or tenants of the Property as party defendant or defendants in any such civil action or the failure of any Decree of Foreclosure and Sale to foreclose their rights shall not be asserted by Borrower as a defense in any civil action instituted to collect the obligations secured hereby, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Property, any statute or rule of law at any time existing to the contrary notwithstanding. At the option of Lender, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Property upon the execution by Lender and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds for the county in which the Property is located, of a unilateral declaration to that effect.

22. Waiver of Right of Redemption and Reinstatement; Waiver of Commercial Reasonableness. Borrower hereby voluntarily and knowingly releases and waives any and all rights to retain possession of the Property after the occurrence of a Default under this Mortgage and any and all rights of redemption from judgment, as allowed under Section 5/15-1601(b) of the Act, and any and all rights of reinstatement under Section 5/15-1602 of the Act, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Borrower and on behalf of each and every person acquiring any interest in the Property subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption and reinstatement of Borrower and all such other persons are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law. 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 herein or otherwise granted or delegated to the Lender, but shall permit the execution of every such right, power, and remedy as though no such law or laws had been made or enacted. Borrower acknowledges that the Property does not contain agricultural real estate, as said term is defined in Section 5/15-1201 of the Act, or residential real estate, as said term is defined in Section 5/15-1219 of the Act. To the fullest extent permitted by applicable law, Borrower, on its own behalf and on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Borrower hereby waives any claims based on allegations that Lender has failed to act in a commercially reasonable manner with respect to any matters whatsoever arising out of or in any way connected with the Lender.

23. Compliance with Illinois Mortgage Foreclosure Law.

(a) If any provision in this Mortgage shall be inconsistent with any provision of the Act, provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(b) If any provision of this Mortgage shall grant to Lender (including Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of this Mortgage any powers, rights or remedies prior to, upon or following the occurrence of a Default which are more limited than the powers, rights or remedies that would otherwise be vested in Lender or in such receiver under the Act in the absence of said provision, Lender and such receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Lender which are of the type referred to in Section 5/15-1510 or 5/15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the Indebtedness and/or by the judgment of foreclosure.

24. Expenses. Borrower shall pay all expenses, charges, costs and fees relating to the indebtedness evidenced by the Note or necessitated by the terms of this Mortgage or any of the other Loan Documents, including without limitation, Lender's attorneys' fees in connection with the negotiation, documentation, administration, servicing and enforcement of this Mortgage, all filing, registration and recording fees, all other expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes, and other taxes (provided Borrower shall not be required to pay any income or franchise taxes of Lender), duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage. Borrower recognizes that, during the term of this Mortgage, Lender:

(a) May be involved in court or administrative proceedings, including, without restricting the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority and pollution control proceedings of any kind, to which Lender shall be a party by reason of this Mortgage or the Property, or any portion thereof, being involved directly or indirectly;

(b) May be involved in the clean-up, remediation or removal of any condition created or arising from any hazardous environmental condition existing at the Property;

(c) May make preparations following the occurrence of an Event of Default for the commencement of any suit for the foreclosure hereof, which may or may not be actually commenced;

(d) May make preparations following the occurrence of an Event of Default for, and do work in connection with, Lender's taking possession of and managing the Property, which possession or management may or may not actually occur;

(e) May make preparations for and commence other private or public actions to remedy an Event of Default hereunder, which other actions may or may not be actually commenced;

(f) May enter into negotiations with Borrower or any of its agents, employees or attorneys in connection with the existence or curing of any Event of Default, the sale of the Property or the transfer of the Property in lieu of foreclosure; or

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(g) May enter into negotiations with Borrower or any of its agents, employees or attorneys pertaining to Lender's approval of actions taken or proposed to be taken by Borrower which approval is required by the terms of this Mortgage.

(d) All expenses, charges, costs and fees described in this Section shall be so much additional indebtedness secured by this Mortgage and shall be paid by Borrower forthwith upon demand.

25. Future Advances. Upon request of Borrower, Lender, at Lender's option prior the release of this Mortgage by Lender, may make Future Advances to Borrower. Such advances with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

26. Subordination of Property Manager's Lien and Real Estate Broker's Lien. Any property management agreement for the Property entered into hereafter by Borrower with a property manager shall contain a "no lien" provision whereby the property manager waives and releases any and all mechanics' lien rights that the property manager or anyone claiming by, through or under the property manager may have pursuant to the Illinois Mechanics Lien Act, 770 ILCS 6011 et seq. Such property management agreement or a short form thereof shall, at Lender's request, be recorded with the Recorder of Deeds of the county where Property is located. In addition, Borrower shall cause the property manager to enter into a Subordination of Management Agreement with Lender, in recordable form, whereby the property manager subordinates present and future lien rights and those of any party claiming by, through or under the property manager, to the lien of this Mortgage. Any agreement entered into hereafter by Borrower or any agent of Borrower with any "broker," as defined in the Real Estate License Act of 1983, 225 ILCS 455/1 et seq., for the purpose of selling, leasing or otherwise conveying an interest in the Property shall contain a "no lien" provision whereby such broker waives and releases any and all lien rights that such broker or anyone claiming by, through or under such broker may have pursuant to the Commercial Broker Lien Act, 770 ILCS 15/1 et seq. Borrower shall cause such broker to enter into a Subordination Agreement with Lender, in recordable form, whereby such broker subordinates present and future lien rights and those of any party claiming by, through or under such broker, to the lien of Lender.

27. Release. Lender shall release this Mortgage and the lien hereof by proper instrument upon payment and discharge of all of the indebtedness evidenced by the Note and secured by this Mortgage and the other Loan Documents, including payment of all reasonable expenses incurred by Lender in connection with the execution of such release.

28. Request for Notices. Borrower requests that copies of the notice of sale and notice of default be sent to Borrower's address which is the Property Address.

29. Construction or Home Improvement Loan. If the Loan secured by this Mortgage is a construction or home improvement loan, Borrower is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Borrower and Lender.

30. Acceptance by Lender of a Partial Payment After Default. By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Mortgage after a Default has occurred, or by accepting late performance of any obligation secured by this Mortgage, or by adding any payment to made to the Loan secured by this Mortgage, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare Default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender under this Mortgage shall constitute a waiver of any other right or remedy contained in this Mortgage, the other Loan Documents or provided by law.

31. Consent to Jurisdiction. TO INDUCE LENDER TO ACCEPT THE NOTE, BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THE NOTE AND THIS MORTGAGE WILL BE LITIGATED IN COURTS HAVING SITUS IN COOK COUNTY, ILLINOIS. BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN COOK COUNTY, ILLINOIS, WAIVES PERSONAL SERVICE OF PROCESS UPON BORROWER, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO BORROWER AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

32. Waiver of Jury Trial. BORROWER AND LENDER (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS MORTGAGE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS MORTGAGE, or (b) ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BORROWER AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

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33. Environmental Indemnity. Borrower shall protect, indemnify and hold harmless Lender, its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorney's fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under or about the Property during the period of Borrower's ownership of the Property and prior thereto, including without limitation, (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the release of the lien of this Mortgage, or the transfer of the Property by foreclosure or deed-in-lieu thereof. "Hazardous Substance" shall mean all of the following:

- (a) Any substance, material, or waste that is included within the definitions of "hazardous substances," "hazardous materials," "hazardous waste," "toxic substances," "toxic materials," "toxic waste," or words of similar import in any environmental law;
- (b) Those substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) (40 C.F.R. Part 302 and amendments thereto); and
- (c) Any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical.

34. Miscellaneous.

- (a) This Mortgage and all provisions hereof shall be binding upon and enforceable against Borrower and its assigns and other successors. This Mortgage and all provisions hereof shall inure to the benefit of Lender, its successors and assigns and any holder or holders, from time to time, of the Note.
- (b) Time is of the essence hereof.
- (c) Lender shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Borrower or of any tenant, subtenant, operator, concessionaire or licensee of Borrower in the conduct of their respective businesses, and without limiting the foregoing, Lender shall not be deemed to be such partner, joint venturer, agent or associate on account of Lender becoming a "mortgagee-in-possession" or exercising any rights pursuant to this Mortgage or otherwise.
- (d) Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the actual taking of possession of the Property by Lender pursuant to this Mortgage.
- (e) Notwithstanding anything to the contrary contained in this Mortgage, in no event shall the indebtedness secured by this Mortgage exceed an amount equal to **\$640,000.00**.

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the date first above written.

LUCERO CONSTRUCTION I INC, an Illinois Corporation

Luis A. Lucero 8-3-2020
 Borrower By: Luis A. Lucero, President Date

State of IL
 County of Cook
 On 8-3-2020 before me, Nicole Caputo, a Notary Public, personally appeared Luis A. Lucero

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged to me that he/she executed the same as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Signature Nicole Caputo

