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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



**Report Mortgage Fraud**  
**844-768-1713**



\*2101328045\*

Doc# 2101328045 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/13/2021 12:45 PM PG: 1 OF 7

The property identified as: **PIN: 16-10-408-032-0000**

**Address:**

**Street:** 4301 WEST LAKE

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60624

**Lender:** WOR/WIL CORP.

**Borrower:** CROWN CASTLE TOWERS 09 LLC

**Loan / Mortgage Amount:** \$638,400.00

This property is located within the program area and is exempt from the requirements of 765 ILC's 77/70 et seq. because it is commercial property.

**Certificate number:** E823E9A4-FB0C-4E09-8B8F-33C3143CC071

**Execution date:** 12/29/2020

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This document prepared by:

DYKEMA GOSSETT PLLC  
Nicholas J. Winters, Esq.  
39577 Woodward Ave, Suite 300  
Bloomfield Hills, MI 48304

After recording, return to:

*This space reserved for Recorder's use only.*

WHEN RECORDED RETURN TO:  
OLD REPUBLIC TITLE  
ATTN: POST CLOSING  
530 SOUTH MAIN STREET  
SUITE 300  
AKRON, OH 44311

3  
01-20053404

## MORTGAGE

THIS INSTRUMENT ("Mortgage") WITNESSES: That **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company ("Mortgagor"), whose mailing address is 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby MORTGAGES and WARRANTS to **WOR/WIL CORP.**, an Illinois corporation ("Mortgagee"), whose address is 420 Canterbury Ct., Hinsdale, Illinois 60521, the real estate interests ("Real Estate Interests") located in Cook County, State of Illinois, more particularly described as follows:

[PLEASE SEE **EXHIBIT "A"** ATTACHED HERETO]

together with all rights, title, and interests of Mortgagor in and to all rights, privileges, interests, tenements, hereditaments, easements and appurtenances in any way now or hereafter pertaining to the Real Estate Interests (together with the Real Estate Interests, the "Mortgaged Property").

This Mortgage is given to secure performance by Mortgagor of the covenants and agreements contained in this Mortgage and to secure payment of the payments due under that certain Promissory Note (the "Promissory Note") dated of even date herewith between Mortgagee as lender and Mortgagor as borrower, to Mortgagee in the principal sum of Six Hundred Thirty-Eight Thousand Four Hundred and 00/100 Dollars (\$638,400.00) with payments due on the dates set forth in the payment schedule attached to the Promissory Note and the final payment due on February 1, 2028 as set forth in the Promissory Note (the "Indebtedness").

Mortgagor hereby further covenants with the Mortgagee as follows:

**1. Payment of Sums Due.** If Mortgagor is the borrower (or one of them, if more than one), Mortgagor covenants and agrees to promptly pay the Indebtedness, as and when the payment(s) thereof become due.

**2. Care and Condition of Mortgaged Property.** Mortgagor shall (a) keep the Mortgaged Property in good condition and repair, without waste, and free from encroachments

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and from mechanic's or materialman's liens or claims for lien not expressly subordinated to this Mortgage; (b) pay when due any indebtedness which may be secured by a lien or charge on the Mortgaged Property, whether or not superior to the lien of this Mortgage; and (c) comply with all requirements of law and covenants and restrictions of record applicable to the Mortgaged Property or its use.

**3. Fixtures.** Any property which has been affixed to the Mortgaged Property shall remain the property of the tenants and/or subtenants located on the Mortgaged Property and is expressly excluded from the security interest granted to Mortgagee by this Mortgage.

**4. Warranty.** Mortgagor covenants and warrants that Mortgagor has a good and legal right to convey and mortgage the Mortgaged Property.

**5. Insurance.** Mortgagor will keep the improvements on the Mortgaged Property insured against loss by fire and extended coverage perils.

**6. Taxes.** Mortgagor will pay and discharge or cause to be paid and discharged when due, and before any penalty attaches, all taxes (including real and personal property taxes), general and special assessments, water and sewer rents or assessments, and all other governmental and municipal charges and impositions of any kind imposed upon or assessed against Mortgagor or the Mortgaged Property, or any part thereof, or arising in respect of the occupancy, use or possession thereof.

**7. Protection of Security by Mortgagee.** In the Event of Default (as hereafter defined) by Mortgagor of any kind under this Mortgage beyond applicable notice and cure periods, Mortgagee may, at Mortgagee's option, but without any duty or obligation of any sort to do so and without in any way waiving or relieving any default by Mortgagor, make any payment and perform any act required of Mortgagor by this Mortgage, including but not limited to, payment of insurance premiums, taxes, assessments, and prior liens and encumbrances. All expenses so incurred, including reasonable attorneys' fees, and any other reasonable expenses incurred by Mortgagee to protect the Mortgaged Property shall be immediately due and payable by Mortgagor.

**8. Default.** Time is of the essence with respect to this Mortgage. Upon the occurrence of any Event of Default, and at any time thereafter, then, in any and every such case, the Mortgagee shall have the right to foreclose the mortgage lien created by this Mortgage against the Mortgaged Property. Prior to any action as described herein, Mortgagee shall send written notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in commencement of legal action. The following shall each constitute an "Event of Default" for purposes of this Mortgage:

(a) Default: (i) in the payment when due of any of the Indebtedness, or (ii) in the performance of any covenant or term of this Mortgage;

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(b) Institution of proceedings to enforce or foreclose any other mortgage or lien upon all or any part of the Mortgaged Property.

**9. Right to Reinstate.** Notwithstanding Mortgagee's acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage and the Indebtedness had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage; and (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage and in enforcing Mortgagee's remedies as provided in this Mortgage, including reasonable attorney's fees. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration has occurred.

**10. Foreclosure and Application of Proceeds.** All expenses which may be paid or incurred by or on behalf of Mortgagee in connection with the foreclosure of this Mortgage for reasonable attorneys' fees and appraisers' fees as Mortgagee reasonably may deem necessary to prosecute such suit shall be immediately due and payable by Mortgagor, and shall be allowed and included as Indebtedness in the judgment for sale.

**11. Foreclosure Proceedings and Receiver.** Upon the commencement of any proceedings to foreclose this Mortgage, Mortgagee shall be entitled forthwith to the appointment of a receiver or receivers, as a matter of right.

**12. No Exclusive Remedy.** Except as otherwise provided herein, each and every right, power and remedy conferred upon or reserved to Mortgagee in this Mortgage is cumulative and shall be in addition to every other right, power and remedy given in this Mortgage or now or hereafter existing at law or in equity. No delay or omission of Mortgagee in the exercise of any right, power or remedy shall be construed to be a waiver of any Event of Default or any acquiescence therein.

**13. Foreclosure without Deficiency.** Notwithstanding anything to the contrary contained herein or in the Promissory Note, Mortgagee shall not enforce the liability and obligation of Mortgagor to perform and observe the obligations under the Promissory Note and/or this Mortgage by any action or proceeding wherein a money judgment shall be sought against Mortgagor, except that Mortgagee may bring a foreclosure action, an action for specific performance or any other appropriate action or proceeding to enable Mortgagee to enforce and realize upon its interest under this Mortgage; provided, however, that any judgment in any such action or proceeding shall be enforceable against Mortgagor only to the extent of Mortgagor's interest in the Mortgaged Property, and Mortgagee, by accepting this Mortgage, shall not sue for, seek or demand any deficiency judgment against Mortgagee in any such action or proceeding under or by reason of or under or in connection with this Mortgage or the Indebtedness. In no event shall Mortgagor be liable for any remaining Indebtedness or under this Mortgage.

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**14. Provisions Severable.** In the event any one or more of the provisions of this Mortgage for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Mortgage.

**15. Notices.** All notices pursuant to this Mortgage shall be in writing. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by (i) established express delivery service which maintains delivery records, or (ii) certified mail, postage prepaid, return receipt requested, to Mortgagor's address stated below or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by (i) established express delivery service which maintains delivery records, or (ii) certified mail, postage prepaid, return receipt requested, to Mortgagee's address stated below or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein.

**Notices to Mortgagor:**

Crown Castle Towers 09 LLC  
 c/o Crown Castle USA Inc  
 Attention: Legal – Real Estate Department  
 2000 Corporate Drive  
 Canonsburg, Pennsylvania 15317

**Notices to Mortgagee:**

Wor/Wil Corp.  
 420 Canterbury Ct.  
 Hinsdale, Illinois 60521

**16. Successors and Assigns.** This Mortgage shall (a) run with the land, (b) apply and extend to, be binding upon and inure to the benefit of Mortgagor, Mortgagor's heirs, administrators, successors and assigns and all persons claiming under or through Mortgagor, and the word "Mortgagor" shall include all such persons, and (c) shall apply and extend to, be binding upon and inure to the benefit of Mortgagee and Mortgagee's successors and assigns. The word "Mortgagee" shall include the successors and assigns of Mortgagee, and the holder or holders, from time to time, of any other instruments secured by the Mortgage.

**17. Miscellaneous.** The captions in this Mortgage are for convenience only and do not define or limit the provisions of this Mortgage. All changes to this Mortgage must be in writing signed by Mortgagee and, if this Mortgage is to be recorded, shall not be effective until recorded. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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**MORTGAGOR:**

**CROWN CASTLE TOWERS 09 LLC,**  
a Delaware limited liability company

By: 

Name: Helen V. Smith  
Director National RE Ops

Its: \_\_\_\_\_

Date: 12/29/2020

Property of Cook County Clerk's Office

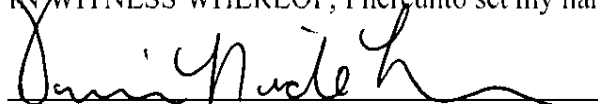
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

On this, the 29 day of December, 2020, before me, the undersigned Notary Public, personally appeared Helen V. Smith, who acknowledged him/herself to be the Director National RE Ops of Crown Castle Towers 09 LLC, a Delaware limited liability company, and that he/she, being authorized to do so, executed the foregoing Mortgage for the purposes therein contained.

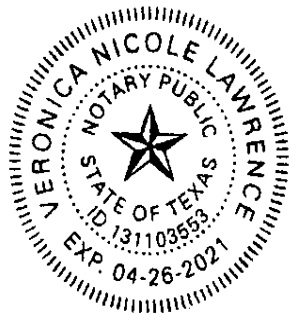
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public, State of Texas, County of Harris

My Commission Expires: 4-26-2021

[SEAL]



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## Exhibit "A"

### LEGAL DESCRIPTION OF REAL ESTATE INTERESTS

Land situated in the County of Cook, State of Illinois, described as follows:

Lots 1 and 2, except the South 75 feet thereof, in Block 13 in West Chicago Land Company's Subdivision of the South 1/2 of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Tax Parcel Identification Number: 16-10-408-032-0000

Common Address: 4301 W. Lake Street, Chicago, Illinois 60624