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Illinois Anti-Predatory Lending Database Program

Doc#: 2102610049 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/26/2021 10:20 AM Pg: 1 of 4

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 20-25-219-020-0000

Address:

Street: 7324 SOUTH OGLESBY AVENUE

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60649

Lender: JOHN GREGORSKI

Borrower: DORIAN CARTWRIGHT AND CONKLIN DEVELOPERS, LLC

Loan / Mortgage Amount: \$145,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is not owner-occupied.

CHKL191186708

FIDELITY NATIONAL TITLE

Certificate number: 6A61BDA5-B1FE-4876-B732-0E68994A74B1

Execution date: 11/13/2020

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INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO



**REAL
LAW GROUP**

VINCENT ANTHONY INCOPERO
381 NORTH YORK STREET
SUITE 1
ELMHURST, IL 60126

MORTGAGE

This Mortgage (the "Mortgage") dated **November 13, 2020** is made and executed by and between **DORIAN CARTWRIGHT, INDIVIDUALLY**, of 2130 The Alameda, Suite #200, San Jose, CA 95126 and **CONKLIN DEVELOPERS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY** of 1440 West Taylor Street, Suite 1102, Chicago, IL 60607 (individually and collectively, the "Borrower"), on one side, and **JOHN GREGORSKI** of 1057 Saginaw Terrace, Unit 301, Sunnyvale, CA 94089 (the "Lender"), on the other side, and is as follows:

1. **PARTIES:** Borrower and Lender are parties to that certain Master Loan and Security Agreement dated September 20, 2017 (the "Agreement"). The terms, conditions and provisions of the Agreement are incorporated herein by reference.
2. **INDEBTEDNESS:** Borrower is indebted to Lender in the amount of **ONE HUNDRED FORTY FIVE THOUSAND DOLLARS (\$145,000.00)**, as evidenced by that certain Promissory Note dated on the same date as this Mortgage (the "Promissory Note"), the terms, conditions and provisions of which are incorporated herein by reference.
3. **ANCILLARY AGREEMENT:** Borrower and Lender are also parties to that certain Assignment of Rents dated on the same date as this Mortgage (the "Assignment"), the terms, conditions and provisions of which are incorporated herein by reference.
4. **REPAYMENT:** This Mortgage secures to Lender:
 - a. the repayment of the debt evidenced by the Promissory Note, with interest, and all renewals, extensions and modifications of the Promissory Note;
 - b. Borrower's performance of Borrower's duties under the Agreement; and
 - c. the payment of all sums due under the Promissory Note, the Agreement, the Assignment and this Mortgage.
5. **GRANT OF INTEREST:** Borrower does hereby mortgage, grant, convey and warrant to Lender, to secure the obligations as aforesaid, all of Borrower's right, title and interest in and to the following described real estate (the "Real Estate") located in the City of Chicago, Cook County, Illinois:

THE SOUTH 50 FEET OF THE NORTH 100 FEET OF THE SOUTH 125 FEET OF THE WEST 1/2 OF LOT 3, (EXCEPT THE EAST 33 FEET FOR STREET) AND EAST 3/4 OF LOT 4 (EXCEPT 8 FEET EAST AND ADJOINING THE WEST 33 FEET FOR ALLEY) IN BLOCK 5 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Common Address: **7324 SOUTH OGLESBY AVENUE, CHICAGO, IL 60649**

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Together with ALL THE IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE REAL ESTATE, AND ALL EASEMENTS, APPURTENANCES, AND FIXTURES NOW OR THEREAFTER A PART OF THE REAL ESTATE. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is included in the real estate that is referred to in this Mortgage as the Real Estate.

6. **APPLICABILITY:** This Mortgage is expressly given and accepted upon the terms of the Agreement, including any and all amendments to the Agreement in place now or entered into in the future.

7. **SECURITY INSTRUMENT:** This Mortgage secures a promissory note which represents part of the purchase price of the Real Estate described in this Mortgage.

8. **ABILITY TO IMPAIR:** Borrower covenants that Borrower is lawfully seized of the Real Estate and has the right to mortgage, grant and convey the Real Estate and that the Real Estate is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Real Estate against all claims and demands, subject to any encumbrances of record.

9. **BINDING EFFECT:** The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of the Agreement. Borrower's covenants and agreements shall be joint and several.

10. **NOTICES:** Any notice to the parties shall be served in accordance with the provisions of the Agreement.

11. **DEFAULT:** Upon an Event of Default under the Agreement, and as more fully set forth in the Assignment, NOTICE IS HEREBY PROVIDED that Lender shall have the right, without notice to Borrower, to take possession of the Real Estate and collect the rents from the Real Estate, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the amounts due the Lender from Borrower under the Agreement, the Promissory Note, the Assignment and this Mortgage.

12. **LENDER'S RIGHTS FOLLOWING BORROWER'S DEFAULT:** Upon an Event of Default under the Agreement, Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Real Estate, with the power to protect and preserve the Real Estate, to operate the Real Estate preceding foreclosure or sale, and to collect the rents from the Real Estate and apply the proceeds, over and above the cost of receivership, against the amounts due the Lender from Borrower under the Agreement, the Loan, the Assignment, and this Mortgage. The mortgagee in possession or receiver shall serve without bond. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Real Estate exceeds the amounts due the Lender from Borrower under the Agreement, the Promissory Note, the Assignment, and this Mortgage. This paragraph does not limit the rights of Lender under the Assignment.

13. **CUMULATIVE REMEDIES:** Lender shall have all other rights and remedies as set forth in the Agreement, the Promissory Note, the Assignment and by law.

14. **GOVERNING LAW:** This Mortgage shall be governed by the law of the State of Illinois without regard to its provisions regarding Choice of Laws. In the event that any provision or clause of this Mortgage, the Promissory Note, the Assignment, or the Agreement shall be found to conflict with applicable law, such conflict shall not affect the other provisions of this Mortgage, the Promissory Note, the Assignment, or the Agreement, which can be given effect without the conflicting provision. To this end the provisions of this Mortgage are severable from the Note, the Assignment, and the Agreement.

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15. **MERGER:** This Mortgage, together with the Agreement, the Promissory Note, and the Assignment, constitute the entire integrated agreement of the parties relating to the subject matter hereof. They supersede all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter. The parties have not relied upon any promises, representations, warranties, agreements, covenants, or undertakings not otherwise expressly set forth in this Mortgage or in the Promissory Note, Agreement, or the Assignment.

16. **MODIFICATION:** No amendment or modification of any provision of this Mortgage, including this provision, shall be effective unless it is in writing and signed and delivered by all parties to this Mortgage.

17. **INTENT TO BE BOUND:** By signing below, Borrower ratifies, accepts and agrees to the terms and covenants contained in this Mortgage, as well as in the Promissory Note, the Agreement and the Assignment.

ENTERED INTO AND AGREED by the parties as of the date set forth above:

Borrower:

Borrower:

Dorian Cartwright by Jeffrey S. Marks as agent
Dorian Cartwright, Individually
By: Jeffrey S. Marks, as agent

Dorian Cartwright by Jeffrey S. Marks as agent
Conklin Developers, LLC, an Illinois Limited Liability Company
By: Dorian Cartwright, It's Manager
By: Jeffrey S. Marks, as agent

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Adrienne Sutter, a Notary Public in and for said county and state, do hereby certify that Jeffrey S. Marks, personally known to me to be the same person whose name appears subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal on November 4, 2020.

A Sutter

Notary Public

