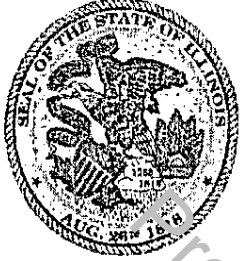


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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



2130825000

Doc# 2130825000 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/04/2021 09:14 AM PG: 1 OF 13

The property identified as: **PIN:** 13-06-102-001-0000

Address:

Street: 6340-6346 N. NORTHWEST HWY

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60631

Lender: PRIME BUSINESS CREDIT, INC.

Borrower: CAQCAO-HWY, L.L.C.

Loan / Mortgage Amount: \$1,500,000.00

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

Certificate number: AAC231-03D1-447E-8378-BCB2E87E75BB

Execution date: 10/29/2021

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RECORD AND RETURN TO:

PRIME BUSINESS CREDIT, INC.
1055 W. 7TH STREET, SUITE 2200
LOS ANGELES, CA 90017
(T) 213-225-1000

Block: 43
Lot: 24
County: Cook
Address: 6340-6346 N. Northwest Hwy
Chicago, IL 60631

MORTGAGE

THIS MORTGAGE, made as of this 29th day of October, 2021.

Between

Mortgagor CAOCAC HWY, L.L.C., having an address at 6340 N. Northwest Hwy, Chicago, IL 60631

(from now on called the "Mortgagor")

and

Mortgagee PRIME BUSINESS CREDIT, INC., having an address at 1055 West Seventh Street, Suite 2200, Los Angeles, California 90017

(from now on called the "Mortgagee")

The words Mortgagor and Mortgagee include all Mortgagors and all Mortgagees under this Mortgage. The Mortgagee and any other holder of this Mortgage may transfer this Mortgage and the Promissory Note it secures. The word Mortgagee includes (a) the original Mortgagee and (b) anyone who takes this Mortgage by transfer.

Underlying Debt, Future Advances 1. This Mortgage is given to secure Mortgagor's obligations under a guaranty (the "LLC Guarantee") with respect to the payment of ONE MILLION FIVE HUNDRED THOUSAND & 00/100 (\$1,500,000.00) DOLLARS, all loans and advances (from now on called the "principal") to TAAD Group, Inc. dba TAAD, Pretend, Orange Clothing Lab, a corporation duly organized and existing under the laws of the State of California, having an address at 1601 Perrino Place, Los Angeles, CA 90023 (hereinafter referred to as "Third Party Debtor"), and accrued interest and penalties thereon according to a Bond or certain Promissory Note of even date herewith in the principal amount of \$1,500,000.00 and any renewals, amendments or extensions thereof (from now on called the "Note"). Any default by the Third Party Debtor in the payment or performance of any of its obligations to the Mortgagee shall be a default under the terms of this Mortgage. The Mortgagor hereby consents that the Property be used as collateral for any and all loans made to the Third Party Debtor. The Mortgagee is not obligated to make future advances.

The Note describes charges the Mortgagor must pay for late payments of principal and

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interest. It also describes the rights given to the Mortgagor to pay the principal before it is due.

All of the terms of the Note are made part of this Mortgage.

ANYTHING TO THE CONTRARY CONTAINED HEREIN NOTWITHSTANDING, THE MAXIMUM LIEN OF THIS MORTGAGE SHALL NOT EXCEED THE PRINCIPAL BALANCE OF \$1,500,000.00, PLUS INTEREST ACCRUED THEREON, LATE FEES, ALL OTHER FEES AND EXPENSES INCURRED BY THE MORTGAGEE IN CONNECTION HEREWITH INCLUDING REASONABLE LEGAL FEES AND DISBURSEMENTS.

Mortgage as Security 2. The purpose of this Mortgage is to give the Mortgagee security for the payment of the principal and interest under the Note. The Mortgagor mortgages to the Mortgagee the property described in (a) through (d) below (from now on called the "Property"):

(a) All of the land located in County of Cook and State of Illinois, specifically described as follows:

SEE SCHEDULE A- DESCRIPTION ATTACHED HERETO THAT IS HEREBY MADE A PART OF THE DESCRIPTION OF THE PROPERTY MORTGAGED.

BLOCK: 43; and Lot: 24

(b) All buildings and other improvements that now are or will be located on the land.

(c) All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.

(d) All other rights which the Mortgagor now has or will acquire with regard to the land.

Mortgage Void on Full Payment 3. When the Mortgagor pays all amounts due under the Note and this Mortgage, the Mortgagee's rights under the Note and this Mortgage shall end. At the request and expense of the Mortgagor, the Mortgagee shall cancel this Mortgage of record.

Guaranty 4. To induce the Mortgagee to advance a Loan to the Third Party Debtor, the Mortgagor hereby unconditionally guarantees the full payment, when due, of any and all indebtedness which may, from time to time, be owing to Mortgagee by the Third Party Debtor; and the full performance and observance of all covenants, conditions and agreements to be performed and observed by the Third Party Debtor, without requiring any notice of nonperformance, or non observance, or proof of notice, or demand, whereby to charge the Mortgagor therefore, all of which the Mortgagor expressly waives. The Mortgagor further covenants and agrees that this guaranty of the Loan shall remain and continue in full force and effect as to any future advance, renewal, modification or extension of any indebtedness and of agreements. Further, the Mortgagor agrees that this guaranty of the Loan shall be construed according to the laws of the state in which the Property is located. The Mortgagor further agrees to indemnify and hold Mortgagee and its successors and assigns harmless from and against all liability and expense, including counsel fees, sustained by the Mortgagee by reason of the Third Party Debtor's failure to make payment, or to fully perform all covenants, conditions and agreements to be performed.

Promises of Mortgagor 5. The Mortgagor makes these promises to the Mortgagee:

Compliance: (a) The Mortgagor shall comply with all of the terms of the Note and this Mortgage.

Payments: (b) The Mortgagor shall make all payments due under the Note and this mortgage.

Ownership: (c) The Mortgagor owns and has the right to mortgage the Property to the Mortgagee.

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The Mortgagor shall defend this ownership against all claims.

Payment of Taxes, etc.: (d) The Mortgagor shall pay when due all real estate taxes, assessments, water and sewer charges, and other charges against the Property.

No Credit for Taxes Paid: (e) The Mortgagor shall not claim or be entitled to any credit against the principal or interest under the Note and this Mortgage for taxes paid on the Property. The Mortgagor shall not claim any deduction from the taxable value of the Property because of this Mortgage.

Hazard Insurance: (f) The Mortgagor shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include such other hazard coverage as the Mortgagee may reasonably require. If the Property is in a federal or state flood hazard zone the Mortgagor shall maintain flood insurance. The insurance company, agent or broker, amount of coverage, and forms of all policies must be acceptable to the Mortgagee. The Mortgagee may require that the amount of coverage be the greater of (1) the total principal of the Note or (2) the current replacement value of buildings and other improvements to the extent available. The coverage must be furnished by one insurance company. There can be no coinsurance or sharing of the risk by more than one company. The Mortgagor shall pay all premiums when due. The Mortgagor shall deliver the original policies and all renewals to the Mortgagee if so required.

All policies shall state that the insurance company cannot cancel or refuse to renew without at least 10 days notice to the Mortgagee. They shall include a "standard mortgage clause" naming the Mortgagee. All insurance proceeds shall be paid to the Mortgagee. In case of loss or damage the Mortgagor shall promptly notify the insurance company and the Mortgagee. The Mortgagor shall promptly (1) file a proof of loss with the insurance company and (2) settle the claim. If not, the Mortgagee may do so. The Mortgagee may use the insurance proceeds received to (1) repair and restore the property or (2) reduce the principal. The Mortgagee shall use any money left after the repair and restoration to reduce the principal. This shall not change the amounts or due dates of the monthly payments under the Note. The Mortgagee shall pay to the Mortgagor any money left after paying the entire principal and interest.

Repairs: (g) The Mortgagor shall keep the Property in good repair. The Mortgagor shall not damage, destroy or abandon the Property. The Mortgagee may inspect the Property on reasonable notice to the Mortgagor. The Mortgagor shall make repairs as may reasonably be required by the Mortgagee.

Changes in Property: (h) The Mortgagor shall not do any of the following to the Property without the written consent of the Mortgagee: (1) remove, demolish, or materially alter any buildings or other improvements, (2) remove any fixtures, or (3) give a security interest in any fixtures. If any fixture is destroyed or removed, the Mortgagor shall replace it with another of at least equal quality and condition.

Eminent Domain: (i) Eminent domain is the right to lawfully condemn and take private property for a public purpose. Fair value must be paid for the taking. The taking may occur either by court order or by deed to the condemning party. The Mortgagor shall assign to the Mortgagee any payment received for the taking. The Mortgagee may use the payment to (1) repair and restore the Property or (2) reduce the principal. The Mortgagee shall use any money left after the repair and restoration to reduce the principal. This shall not change the amounts or due dates of the monthly payments under the Note. The Mortgagee shall pay to the Mortgagor any money left after paying the entire principal and interest.

Statement of Amount Owing: (j) The Mortgagee may require the Mortgagor to sign a notarized statement of the amount owing under the Note and this Mortgage. The Mortgagor shall sign the statement within 10 days after the Mortgagee's written request. The Mortgagor shall add to the statement anything that may reduce the amount owing. The Mortgagee shall prepare the statement at no cost to the Mortgagor.

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No Superior Liens: (k) In this Mortgage, a lien is a legal claim of another against property for (1) the payment of a debt or (2) the performance of an obligation. This Mortgage is a lien of the Mortgagee against Property for the payment of the Note. A superior lien would be entitled to be paid before this Mortgage on a court-ordered sale of the Property. Except for the senior mortgages approved by the Mortgagee, the Mortgagor shall not allow a superior lien against the Property.

No Advance Rentals: (l) The Mortgagor shall not accept rent from any tenant of the Property for more than one month in advance.

Obeying the Law: (m) The Mortgagor shall obey all laws, rules and ordinances which apply to the Property. The Property shall not be used for any illegal purpose. The Mortgagor shall not discharge or spill any hazardous substance or waste on the Property.

Payments by Mortgagee 6. The Mortgagee may pay any of the following expenses of the Property when due if the Mortgagor does not: (a) real estate taxes, assessments, water charges, and sewer charges, (b) all other charges, (c) hazard insurance premiums, (d) repairs and maintenance, and (e) payment of claims against the Property if necessary to protect the Mortgagee's rights under this Mortgage, including payments due under the Senior Mortgage.

All payments made by the Mortgagee shall be added to the principal. The Mortgagor shall pay these amounts to the Mortgagee on written demand. Interest shall be charged at the rate in the Note from the time of payment by the Mortgagee.

Mortgagee's Right of Acceleration 7. The Mortgagee has the right, called acceleration, to declare the entire unpaid principal and interest under the Note and this Mortgage due immediately for any one of the following causes: (a) the failure of the Mortgagor to make any payment of principal or interest under the Note within six (6) days after its due date, (b) the failure of the Mortgagor to keep any other promise in this Mortgage within fifteen (15) days after written notice from the Mortgagee, (c) any change in the ownership of all or any part of the Property. A change resulting from the death of a Mortgagor shall not be considered a change of ownership. The change of ownership of a majority of a corporate Mortgagor's shares, other than by death, is a change of ownership, (d) the starting of foreclosure or execution proceedings by the holder of any other mortgage or lien on the Property, or (e) the starting of bankruptcy, receivership, or insolvency proceedings by or against a Mortgagor.

The Mortgagee's failure to declare acceleration for any cause will not prevent the Mortgagee from declaring acceleration for any cause occurring at a later time.

Some of Mortgagee's Right on Acceleration 8. If the Mortgagee declares acceleration, the Mortgagor shall immediately pay to the Mortgagee the entire unpaid principal and interest. If the Mortgagor does not pay, the Mortgagee has all rights given to Mortgagee by law and under this Mortgage, for example: (a) to enter and take possession of the Property in a lawful way, (b) to ask a court to appoint a receiver of rents of the Property. The Mortgagor consents to the appointment of a receiver, (c) to start a court action for foreclosure. Foreclosure is a court ordered sale of the Property. The proceeds of the sale are used to pay the principal and interest due under the Note and this Mortgage, plus costs. The Property may be sold in one or several parcels. The Mortgagee may sue any tenant of the Property in the foreclosure action. The Mortgagee's failure to do so does not reduce the Mortgagor's obligations under the Note and this Mortgage, (d) the sale of the Property on foreclosure may not bring in enough money to pay the entire amount due under the Note and this Mortgage. The Mortgagee may then sue the Mortgagor under the Note for the difference. The

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Mortgagee retains any rights given by law to sue under the Note before foreclosing under this Mortgage.

Notices 9. All notices under this Mortgage must be in writing. They may be given by (a) personal delivery, or (b) certified mail, return receipt requested. Each party must accept and claim the notices given by the other. Notices shall be addressed to the other party at the address written at the beginning of this Mortgage. Either party may notify the other of a change of address.

Mortgage Binding on Successors 10. This Mortgage is binding on all Mortgagors and all those who lawfully succeed to their rights or take their places.

11. All renewal of insurance policies shall be delivered, premiums paid, at least ten (10) days before the expiration of any old insurance policy. Anything herein to the contrary notwithstanding, no duty to maintain such insurance shall be implied against or imposed on the Mortgagee. Fire insurance shall equal not less than 80% of insurable value from time to time based upon current appraisal. The Mortgagor shall carry such additional insurance as the Mortgagee shall request. All insurance carriers are subject to prior approval of the Mortgagee. If the Mortgagee by reason of such insurance receives any money for loss or damage, such amount may, at the option of the Mortgagee, be retained and applied by the Mortgagee to payment of the indebtedness secured hereby, or be paid over wholly or in part to the Mortgagor for the repair of the buildings on the premises or for the erection of new buildings in their place, or for any other purpose or object satisfactory to the Mortgagee, but the Mortgagee shall not be obligated to see to the proper application of any amount paid over to the Mortgagor, and if the Mortgagee receives and retains insurance money for loss or damage to the premises, the lien hereof shall be affected only by a reduction of the amount of said lien by the amount of such insurance money received and retained by the Mortgagee. Upon default hereunder, all policies of insurance, including the unearned premiums paid thereon, are hereby assigned to the Mortgagee as further security for the indebtedness secured hereby. On the Mortgagee's demand, the Mortgagor will deliver to the Mortgagee a Certificate of Adequacy or other proof acceptable to the Mortgagee showing that the fire insurance coverage is equal to the percentage of insurable value so required.

12. The Mortgagee or any of its agents or employees shall have the right to enter and inspect the premises at all reasonable times.

13. Any failure by the Mortgagee to insist upon the strict performance by the Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provision hereof; and the Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by the Mortgagor.

14. The Mortgagor will not use the mortgaged premises, or any part thereof for, or allow the same to be used or occupied for any purpose in violation of any certificate of occupancy or any requirement of other governmental departments and lawful authorities having jurisdiction over the mortgaged premises. The Mortgagor shall comply with the requirement or order or notice of violation of law or ordinance, issued by any governmental department claiming jurisdiction over the mortgaged premises, within three months from the issuance thereof.

15. The Mortgagor shall pay all taxes, assessments, water rates, sewer rents, and other governmental or municipal charges, fines, or impositions, which are or may become charges or liens

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against the mortgaged premises, within thirty days after they first become due and payable, and shall promptly provide the Mortgagee with receipted bills evidencing such payments. If the Mortgagor fails to make the aforementioned payments within the allowable period, the Mortgagee may do so and the Mortgagor agrees to repay the Mortgagee, upon demand, with interest at the rate hereinafter provided.

16. The Mortgagor shall maintain the premises in good condition and repair, shall not commit or suffer any waste of the premises, and neither the value of the mortgaged premises nor the lien of this Mortgage will be diminished or impaired in any way by any act or omission of the Mortgagor; and the Mortgagor will not do or permit to be done to, in, upon or about said premises or any part thereof, anything that may in anywise substantially impair or depreciate the value thereof, or any part thereof, or substantially weaken, diminish or impair the security of this Mortgage and shall comply with, or cause to be complied with, all statute, ordinance, and requirements of any governmental authority relating to the premises.

17. The obligation of this Mortgage and the Note which it is given to secure shall continue until the entire debt is paid, notwithstanding any action or actions of partial foreclosure which may be brought to recover any amount or for installments of principal interest, taxes, assessments, water rates, sewer rents, or fire insurance premiums due and payable under the provisions of this Mortgage.

18. The Mortgagor warrants that there are, and will be, no leases superior to the lien of this Mortgage, and that there are and will be no other liens or encumbrances in effect with respect to the mortgaged premises, or with respect to any of the fixtures, chattels, machinery, equipment, appliances or other articles of personal property now or hereinafter attached to, or used in connection with, the mortgaged premises, without the prior written consent of the Mortgagee. Any such lien or encumbrance shall be discharged or satisfied within 30 days after receipt of notice thereof. The failure to discharge or satisfy any such lien or encumbrance within said period shall constitute a default and the whole of the principal sum of this indebtedness and the interest shall become due at the option of the Mortgagee.

19. The Mortgagor does hereby assign unto the Mortgagee any and all awards heretofore made and hereafter to be made by any public or quasi-public authority to the present and all subsequent owners of the mortgaged premises, for the taking by eminent domain of the whole or any part of the mortgaged premises or any easement therein, including any awards for any changes of grade of streets affecting said mortgaged premises; and the Mortgagee (at its option) is hereby authorized, directed and empowered to collect and receive the proceeds of any such awards from the authority making the same, to give proper receipts and acquittance therefore, and to apply the same towards the payments of the amount owing on account of the Note and Mortgage notwithstanding the fact that the amount owing on account of said Note and Mortgage may not then be due and payable; and the Mortgagor hereby covenants and agrees with the Mortgagee, upon request, to make, execute, and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of said Note and/or Guaranty and Mortgage free, clear and discharged of any and all encumbrances of any kind of nature whatsoever.

20. If at any time the Mortgagor, or if the Mortgagor is more than one person, any one of them, shall commit any of the following acts, then at the option of the Mortgagee, the whole principal sum plus interest due under this Mortgage may be declared immediately due and payable, and such occurrence shall be deemed an event of default hereunder:

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A. The Mortgagor shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors;

B. The Mortgagor shall commence any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property;

C. Any case, proceeding or other action against the Mortgagor shall be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (i) results in the entry of an order for relief against it which is not fully stayed within seven business days after the entry therefore or (ii) remains not dismissed for a period of forty five days.

21. If the Mortgagor shall sell, assign or transfer all or any part of, or any interest in the mortgaged property, including but not limited to, incurring junior liens created by secondary financing on the mortgaged premises, or shall sell, assign, transfer or encumber a majority stock interest in the Mortgagor (if the Mortgagor is a corporation), or if the Mortgagor is a partnership, a majority in interest in the Mortgagor partnership, or if the intended use of the mortgaged premises existing as of the date hereof shall hereafter be materially changed, the whole of said principal sum and interest shall become due at the option of the Mortgagee and shall constitute an event of default under this Mortgage. The Mortgagee shall have in addition to any other rights, the right to increase in the interest rate payable on the indebtedness secured hereby as a condition to agreeing to waive its right to accelerate pursuant to this paragraph.

22. If the Mortgagor shall lease any portion or all of the premises, the Mortgagor shall include in such lease or leases provision subordinating such lease or leases to the provisions of this Mortgage, and any renewals, amendments or extensions hereof, and any new or additional mortgage on the premises.

23. In the event that the mortgaged premises or any part thereof was and is leased, such lease must be approved in writing by the Mortgagee. If such approval is not obtained, any purported lease shall be null and void. The rents, issues and profits, if any, whether now existing or coming into being in the future in connection with the mortgaged premises are hereby assigned to the Mortgagee for direct collection by the Mortgagee from tenant(s), etc. in the event of breach and/or default hereof, and this provision shall be self-executory without the need of court order. When the Mortgagee exercises the right under this provision, the Mortgagee shall notify the Mortgagor and tenant(s), etc. to effectuate collection of rents, issues and profits.

24. No other security or mortgage interest on the mortgaged premises may be placed without a prior written consent of the Mortgagee irrespective of whether such security or mortgage interest is subordinate to this Mortgage.

25. At the option of the Mortgagee, the Mortgagee hereby requires tax and insurance escrow to be paid to the Mortgagee by the Mortgagor: In such event, the Mortgagee requires 1/12 of the (estimated) yearly tax and the insurance premium, estimated amount of yearly dues of which are reasonably determined by the Mortgagee based upon the figures of immediately prior year, to be deposited by the Mortgagor on the date as the monthly payment date for the principal and/or interest

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of the loan hereunder for the duration of this Mortgage. The Mortgagor shall always maintain the escrow reserve in the amount of equivalent to two (2) months' escrow payments for the entire duration of this Mortgage. The Mortgagor's breach hereof shall constitute material breach under this Mortgage and the Note secured by this Mortgage.

26. Any mortgage subsequent hereto is null and void unless consented to by the Mortgagee herein.

27. The Mortgagor represents and warrants to the Mortgagee that (i) during the period of its ownership of the mortgaged premises, there has been no disposal, release, or threatened release of hazardous substances or hazardous wastes on, from or under the mortgaged premises, except as previously disclosed to the Mortgagee in writing; (ii) the Mortgagor has conducted a diligent search of applicable public records and, based upon said search, has no knowledge of any presence, disposal, release, or threatened release of any hazardous substances or hazardous waste on, from, or under the mortgaged premises that may have occurred prior to the Mortgagor's acquisition of title to the mortgaged premises, except as previously disclosed to the Mortgagee in writing; (iii) that neither the Mortgagor nor any tenant occupying any part of the mortgaged premises has received any notice from any governmental agency of a violation of any environmental law and, if said notice is received, the Mortgagor agrees to provide the Mortgagee with a copy of same within ten (10) days after receipt thereof; and (iv) the Mortgagor will not use or allow the mortgaged premises to be used in any manner which would violate applicable federal, state or local environmental laws.

The Mortgagor hereby further represents and warrants that, during the period of its ownership of the mortgaged premises, there has been no litigation or administrative enforcement actions or proceedings brought or threatened to be brought, nor have any settlements been reached by or with any party or parties, public or private, alleging the presence, disposal, release, or threatened release of any hazardous waste or hazardous substance on, from or under the mortgaged premises.

The Mortgagor hereby agrees to indemnify and hold harmless the Mortgagee, its directors, officers, employees and agents, and any successors to the Mortgagee's interest in the chains of title to the mortgaged premises, their directors, officers, employees, and agent from and against any and all claims, damages, and liabilities arising in connection with the presence, use, storage, disposal, or transport of any Hazardous Materials in, under, from or about the mortgaged premises, including, without limitation, (i) all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage or disposal of Hazardous Materials by the Mortgagor or any prior owner or operator of the mortgaged premises, (ii) all costs of any required or necessary repair, clean-up, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following transfer of title to the mortgaged premises, to the full extent that such action is required or necessary prior to or following transfer of title to the mortgaged premises, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Materials by any person on the mortgaged premises prior to transfer of title thereto by the Mortgagee. The Mortgagor's obligations pursuant to the foregoing indemnity shall survive the repayment of the loan.

For purposes of this Mortgage, the terms "disposal", "release", "threatened releases", "hazardous substances", and "hazardous wastes", shall mean and include any hazardous, toxic, or dangerous waste, substance, or material, or any disposal, discharge, release, or threatened release, or any term defined as such in (or for purposes of) the Federal Comprehensive Environmental Response, Compensation, and Liability Act, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material as

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now or at any time hereafter may be in effect.

28. That this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code in the jurisdiction wherein the mortgaged premises are situated (the "code") with respect to so much of the equipment and/or furnishings attached to or used in connection with the mortgaged premises as are considered or as shall be determined to be personal property or "fixtures" (as defined in Code), together with all replacements thereof, substitutions therefore or additions thereto (said property being sometimes hereinafter referred to as the "Collateral"), and that a security interest shall attach thereto for the benefit of the Mortgagee to secure the indebtedness evidenced by a certain note or other obligations of even date herewith and secured by this Mortgage and all other sums and charges which may become due hereunder or thereunder. The Mortgagor hereby appoints the Mortgagee as its lawful agent and attorney-in-fact to prepare, execute and file financing and continuation statements with respect to the collateral without the signature of the Mortgagor. If the Mortgagee, pursuant to the appropriate provisions of the Code, shall have the option of proceeding as to both real and personal property in accordance with its rights and remedies in respect to the real property, in which event the default provision of the Code shall not apply. The Mortgagor agrees that, in the event of default the Mortgagee shall elect to proceed with respect to the collateral separately from the real property and unless a greater period shall then be mandated by the Code, fifteen (15) days notice of the sale of the collateral shall be reasonable notice. The expenses of retaking, holding, preparing for sale, selling and the like incurred, but not limited to collateral, shall be paid by the Mortgagor. The Mortgagor shall not remove or permit to be removed from the mortgaged premises any of the collateral without the prior written consent of the Mortgagee except as hereinabove provided. All replacements, renewals and additions to the collateral shall be and become immediately subject to the security interest of this Mortgage. The Mortgagor warrants and represents that all collateral now is, and that all replacements thereof, substitutions therefore or additions thereto, unless the Mortgagee otherwise consents, will be free and clear of liens, encumbrances or security interests of others created after the date hereof except those created and required under the provisions of the Prior Mortgage, if applicable.

29. The Mortgagor agrees to bear all expenses, including reasonable counsel fees, of or incidental to the enforcement of any provisions hereof, or enforcement, compromise or settlement of any of the collateral pledged hereunder, and for the curing thereof, or defending or asserting the rights and claims of the Mortgagee in respect thereof, by litigation or otherwise, and will pay to the Mortgagee any such expenses incurred, and such expenses shall be deemed an indebtedness secured by this Mortgage. All rights and remedies of the Mortgagee shall be cumulative and may be exercised singly or concurrently. This Mortgage shall be construed, enforced and interpreted in accordance with and shall be governed by the laws of the State of Illinois. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE MORTGAGOR HEREBY WAIVES TRIAL BY JURY AND FURTHER WAIVES THE RIGHT TO INTERPOSE ANY SET-OFF OR COUNTERCLAIM WHATSOEVER.

This Mortgage may not be changed or terminated orally. The covenants contained in this Mortgage shall run with the land and bind the Mortgagor, the heirs, personal representatives, successors and assigns of the mortgagor and all subsequent owners, encumbrancers, tenants and subtenants of the premises, and shall enure to the benefit of the Mortgagee, the personal representatives, successors and assigns of the Mortgagee and all subsequent holders of this Mortgage. The word "Mortgagor" shall be construed as if it read "Mortgagors" and the word "Mortgagee" shall be construed as if it read "Mortgagees" whenever the sense of this Mortgage so requires.

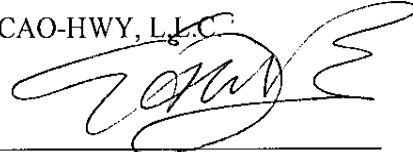
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Signatures The Mortgagor agrees to all of the terms of this Mortgage by signing below. If the Mortgage is a corporation, this Mortgage is signed by its proper corporate officers and its corporate seal affixed.

The Mortgagor has received a true copy of this Mortgage without charge.

WITNESSED OR ATTESTED BY:

CAO CAO-HWY, L.L.C.



By: _____

By: _____

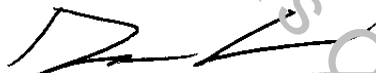
Se Jong Yoon, Manager

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) s.s.:
COUNTY OF LOS ANGELES)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On the 29 day of October 2021, before me, the undersigned, a notary public in and for said State, personally appeared Se Jong Yoon Manager of CAO CAC-HWY, L.L.C. personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.



Notary Public



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CHICAGO TITLE INSURANCE COMPANY TITLE INSURANCE COMMITMENT EXHIBIT "A" LEGAL DESCRIPTION

Commitment Number: CCHI2107289LI

PARCEL 1:

13-06-102.001
13-06-102.015
13-06-102-021

PART OF LOT 24 IN OWNERS DIVISION OF LOTS 1 TO 24 IN BLOCK 43 IN SUBDIVISION OF BLOCKS 6, 39, 40, 42, 43 AND LOT 12 IN BLOCK 37 IN NORWOOD PARK IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERNMOST CORNER OF SAID LOT 24; THENCE SOUTH 51 DEGREES 23 MINUTES 41 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 107.00 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 38 DEGREES 36 MINUTES 19 SECONDS WEST, 36.50 FEET; THENCE SOUTH 23 DEGREES 07 MINUTES 53 SECONDS EAST, 12.00 FEET; THENCE SOUTH 64 DEGREES 22 MINUTES 51 SECONDS WEST, 73.83 FEET TO THE WEST LINE OF SAID LOT 24; THENCE SOUTH 00 DEGREES 25 MINUTES 19 SECONDS WEST ALONG SAID WEST LINE, 91.09 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 52 DEGREES 48 MINUTES 56 SECONDS EAST ALONG THE SOUTH WESTERLY LINE OF SAID LOT 24, A DISTANCE OF 21.63 FEET TO A POINT 100.00 FEET NORTHWESTERLY OF THE SOUTHERNMOST CORNER THEREOF; THENCE NORTH 44 DEGREES 01 MINUTES 09 SECONDS EAST, 180.54 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 24 AND A POINT 100.00 FEET NORTHWESTERLY OF THE EASTERNMOST CORNER THEREOF, THENCE NORTH 51 DEGREES 23 MINUTES 41 SECONDS WEST ALONG THE SAID NORTHEASTERLY LINE, 73.43 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, AS ALSO DEPICTED AS "TRACT 2" ON THAT CERTAIN ALTA/NSPS LAND TITLE SURVEY PREPARED BY VANDERSTAPPEN LAND SURVEYING, INC. INSPECTED AUGUST 25, 2017 AND DATED FEBRUARY 15, 2018, JOB NO. 170619-B.

PARCEL 2:

PART OF LOT 24 IN OWNER S DIVISION OF LOTS 1 TO 24 IN BLOCK 43 IN SUBDIVISION OF BLOCKS 6, 39, 40, 42, 43 AND LOT 12 IN BLOCK 37 IN NORWOOD PARK IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERNMOST CORNER OF SAID LOT 24; THENCE SOUTH 51 DEGREES 23 MINUTES 41 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 180.43 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 51 DEGREES 23 MINUTES 41 SECONDS EAST ALONG SAID NORTHEASTERLY LINE, 50.00 FEET TO A POINT 50.00 FEET NORTHWESTERLY OF THE EASTERNMOST CORNER THEREOF, THENCE SOUTH 44 DEGREES 03 MINUTES 41 SECONDS WEST, 179.31 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 24 AND A POINT 50.00 FEET NORTHWESTERLY OF THE SOUTHERNMOST CORNER THEREOF; THENCE NORTH 52 DEGREES 48 MINUTES 56 SECONDS WEST ALONG

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SAID SOUTHWESTERLY LINE, 50.00 FEET; THENCE NORTH 44 DEGREES 01 MINUTES 09 SECONDS EAST, 180.54 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, AS ALSO DEPICTED AS "TRACT 3" ON THAT CERTAIN ALTA/NSPS LAND TITLE SURVEY PREPARED BY VANDERSTAPPEN LAND SURVEYING, INC. INSPECTED AUGUST 25, 2017 AND DATED FEBRUARY 15, 2018, JOB NO. 170619-B.

PARCEL 3:

PART OF LOT 24 IN OWNER S DIVISION OF LOTS 1 TO 24 IN BLOCK 43 IN SUBDIVISION OF BLOCKS 6, 39, 40, 42, 43 AND LOT 12 IN BLOCK 37 IN NORWOOD PARK IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERNMOST CORNER OF SAID LOT 24; THENCE SOUTH 51 DEGREES 23 MINUTES 41 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 107.00 FEET; THENCE SOUTH 38 DEGREES 36 MINUTES 19 SECONDS WEST, 36.50 FEET; THENCE SOUTH 23 DEGREES 07 MINUTES 53 SECONDS EAST, 12.00 FEET; THENCE SOUTH 64 DEGREES 22 MINUTES 51 SECONDS WEST, 73.83 FEET TO THE WEST LINE OF SAID LOT 24; THENCE NORTH 00 DEGREES 25 MINUTES 19 SECONDS EAST ALONG SAID WEST LINE, 138.25 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, AS ALSO DEPICTED AS "TRACT 1" ON THAT CERTAIN ALTA/NSPS LAND TITLE SURVEY PREPARED BY VANDERSTAPPEN LAND SURVEYING, INC. INSPECTED AUGUST 25, 2017 AND DATED FEBRUARY 15, 2018.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1 2 AND 3 FOR SHARED FACILITIES, SANITARY SEWER SYSTEM, STORM WATER SYSTEM, INGRESS AND EGRESS, PARKING, WATER MAIN SYSTEM, UTILITIES, SIDEWALKS AND SIGNAGE AS DEFINED AND DELINEATED IN THE DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT DATED AS OF FEBRUARY 21, 2018 AND RECORDED FEBRUARY 22, 2018 AS DOCUMENT NO. 1805318023, MADE BY CAO CAO-HWY LLC, AN ILLINOIS LIMITED LIABILITY COMPANY.