

21-20882

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**Illinois Anti-Predatory
Lending Database
Program**

Doc#: 2201104159 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/11/2022 09:46 AM Pg: 1 of 23

Certificate of Exemption



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

The property identified as: **PIN: 14-28-320-033-1020**

Address:

Street: 455 W St James Pl Unit 405

Street line 2:

City: Chicago

State: IL

ZIP Code: 60614

Lender: Albeca LLC

Borrower: Four Zero Five LLC

Loan / Mortgage Amount: \$133,250.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 7770 et seq. because it is not owner-occupied.

Certificate number: 40BA0FE5-4B74-4430-A7FB-A9297B496B44

Execution date: 1/5/2022

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This space reserved for recorder's use only

RECORDING REQUESTED BY:
Albeca, LLC

AND AFTER RECORDING MAIL TO:
450 SKOKIE BLVD., SUITE 604
NORTHBROOK, IL 60062

PREPARED BY:
ROBERT WILBUR

-----[Space Above This Line for Recording Data]-----

MORTGAGE

This mortgage (this "Mortgage") is made as of January 5, 2022, between Four Zero Five, LLC , an Illinois limited-liability company ("Mortgagor"), whose address is 1341 Royal Saint George Dr. Naperville, IL 60563, and Albeca, LLC, a Nevada limited-liability company ("Lender" or "Secured Party", as applicable), whose address is 555 Skokie Blvd, Suite 500, Northbrook, Illinois 60062. Mortgagor irrevocably mortgages, grants, conveys, transfers, and assigns to Lender that real property in Cook County, Illinois, commonly known as 455 W St James Pl, Unit 405, Chicago, IL 60614 (the "Property"), with a tax identification number of 14-28-320-033-1020 and legally described as:

UNIT 405 IN THE ST. JAMES CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

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LOT 10 (EXCEPT THE WESTERLY 89.67 FEET AS MEASURED ON THE NORTHERLY AND SOUTHERLY LINES THEREOF) IN THE SUBDIVISION OF OUTLOT "B" (EXCEPT THE SOUTH 320 FEET THEREOF) IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 27269003 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

TOGETHER with all interest that Mortgagor now has or may hereafter acquire in or to said Property, and in and to all easements and rights of way appurtenant thereto, SUBJECT, HOWEVER, to the terms and conditions herein set forth. Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to evidence or confirm the lien of this Mortgage on the Property.

1. FOR THE PURPOSE OF SECURING:

- A. Payment of the sums due pursuant to the terms of that certain non-revolving promissory note, and all modifications, extensions, or renewals thereof (the "Note"), dated the date of this Mortgage made by Four Zero Five, LLC, an Illinois limited-liability company whose members being, Jordan W. Callaway, whose address is 1341 Royal Saint George Drive, Naperville, Illinois, 60563 and Roberta Callaway, whose address is 1341 Royal Saint George Drive, Naperville, Illinois, 60563 ("Borrower"), which calls for the principal amount of up to \$133,250.00 to be repaid payable to Lender pursuant to and in a manner consistent with all of the terms of: (i) the Note; and (ii) that certain business loan agreement dated January 5, 2022, and all modifications, extensions, or renewals thereof (the "Loan Agreement" and, together with the Note and any and all guarantees supporting the Note, the "Loan Documents"). The terms of the Loan Documents are hereby incorporated herein by reference.
- B. Performance of each agreement of Mortgagor contained herein or incorporated herein by reference or contained in any other agreements or covenants executed by Mortgagor relating to the loan secured hereby.
- C. Performance by Mortgagor with each and every monetary obligation to be performed by Mortgagor under any recorded covenants, conditions, and restrictions pertaining to the Property.
- D. Payment of any and all amounts owed by Mortgagor to Lender under any other loan, promissory note, guaranty or document, whether now existing or hereafter arising.
- E. Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to grant, convey, transfer, and assign the Property to Lender.

2. TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

- A. **Payment of Principal and Interest.** Mortgagor shall pay or cause to be paid, when due, the principal of and interest on the indebtedness evidenced by the Loan Documents, any fees and costs provided in the Loan Documents, and all other sums secured by this Mortgage.

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- B. Application of Payments.** Unless applicable law requires otherwise, all payments received by Lender from Mortgagor under the Loan Documents or this Mortgage shall be applied by Lender in the following order of priority: (a) costs payable as provided in the Loan Documents; (b) interest payable on the Note as provided in the Loan Documents; and (c) principal of the Note as provided in the Loan Documents.
- C. Charges; Liens.** Mortgagor shall pay all water and sewer rates, rents, taxes, assessments, insurance premiums, and other impositions attributable to the Property, when due, directly to the appropriate payee.
- D. Insurance.**

i. Hazard.

a. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured under a replacement cost form of insurance policy against loss or damage resulting from such hazards as may be reasonably required by Mortgagee (including, but not limited to, flood insurance in an amount necessary to comply with applicable law), and shall pay promptly, when due, all premiums on such insurance. Without limiting the foregoing, during construction of any improvements on the Property, Mortgagor shall maintain "builder's risk" insurance with extended coverage over fire and other casualties using completed values for the amount of the full insurable value for all such improvements under construction at any time on the Property, including equipment and materials delivered to the Property for incorporation into the Property. All such insurance shall be in form and with insurers approved in writing by Mortgagee and shall have attached thereto: (a) standard non-contributing mortgage clauses entitling Mortgagee, as its interest may appear, to collect any and all proceeds payable under such insurance; and (b) standard waiver of subrogation endorsements, so long as such subrogation endorsement can be obtained without material additional cost to Mortgagor.

b. In the event of any casualty loss, Mortgagor shall give immediate notice thereof to Mortgagee. Mortgagor hereby authorizes Mortgagee, at Mortgagee's option, to adjust and compromise any such losses under any of the aforesaid insurance and, after deducting any of Mortgagee's reasonable costs of collection, to use, apply, or disburse the balance of such insurance proceeds: (a) toward repairing, restoring, and rebuilding the aforesaid improvements, provided such repair, restoration, or rebuilding is economically feasible and the security of this Mortgage is not thereby impaired, in which event Mortgagee shall not be obliged to see to the proper application thereof nor shall the amount so released for such purposes be deemed a payment on the indebtedness secured thereby; or (b) as a credit upon any portion of the indebtedness secured hereby, with the excess, if any, paid to Mortgagor; provided, however, that so long as no Event of Default shall then exist and no Event of Default shall exist at any time during the period of any repair, restoration, and/or rebuilding of the aforesaid improvements, and subject to the provisions of the immediately following section, upon Mortgagor's written request to Mortgagee made on or before the disbursement of such

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insurance proceeds to Mortgagee, such insurance proceeds shall be used to repair, restore, and/or rebuild the aforesaid improvements. Unless Mortgagor and Mortgagee otherwise agree in writing, any such application of proceeds to the sums secured by this Mortgage shall not extend or postpone the due date of any portion of the indebtedness secured hereby or change the amount of any installment due on such indebtedness.

c. To the extent any such insurance proceeds are used toward repairing, restoring, and rebuilding such improvements, such proceeds shall be made available, from time to time, upon Mortgagee being furnished with satisfactory evidence of the estimated cost of such repairs, restoration, and rebuilding and with such architect's certificates, waivers of lien, certificates, contractors' sworn statements, and other evidence of the estimated cost thereof and of payments as Mortgagee may reasonably require and approve, and if the estimated cost of the work exceeds 5% of the original principal amount of the Note, with all plans and specifications for such plans, restoration, and rebuilding as Mortgagee may reasonably require and approve. Payments made prior to the final completion of the work shall not exceed 90% of the value of the work performed, from time to time, and at all times the undisbursed balance of such proceeds remaining in the hands of Mortgagee shall be at least sufficient to pay for the cost of completion of the work, free and clear of any liens except the lien of this Mortgage. Mortgagee shall have the right to require that all funds shall be paid through a construction escrow with a title insurance company selected by Mortgagee. In the event of foreclosure of this Mortgage or other transfer of title to the Property in extinguishment of the Obligations, all right, title, and interest of Mortgagor in and to any such insurance policies then in force, and any claims or proceeds thereunder, shall pass to Mortgagee or any purchaser or grantee therefrom. Mortgagee may, at any time and in its sole discretion, procure and substitute for any and all of such insurance policies, such other policies of insurance, in such amounts, and carried in such companies, as it may select.

ii. **Liability.** Mortgagor shall carry and maintain such comprehensive public liability and worker's compensation insurance as may be reasonably required from time to time by Mortgagee; provided, however, that the amounts of liability coverage shall not be less than \$1,000,000 single limit. Mortgagee shall be named as an additional party insured.

- E. **Proof of Insurance.** All insurance shall be in amount, form, and content and with insurers approved in writing by Mortgagee. Mortgagor shall deliver to Mortgagee a copy or certificate of each policy or policies, with evidence of premiums prepaid, and, prior to any expiration or cancellation, each renewal or replacement thereof. Each policy shall contain provision for not less than 10 days' notice to Mortgagee prior to any cancellation thereof. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee loss payable clause in a form acceptable to Lender.
- F. **Preservation and Maintenance of Property.** Mortgagor: (a) shall not commit waste or permit any physical deterioration of the Property; (b) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original

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condition in the event of any damage, injury, or loss thereto; (c) shall keep the Property in good repair; (d) shall keep the Property free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (e) shall pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Lender; and (f) shall comply with all laws, ordinances, regulations, and requirements of any governmental body applicable to the Property.

- G. Protection of Lender's Security.** If Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, building code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums, and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to, disbursement of attorneys' fees, entry upon the Property to make repairs or otherwise to protect the Property as security for the indebtedness secured by this Mortgage; and procurement of satisfactory insurance as provided in paragraph D hereof. Any amounts disbursed by Lender pursuant to this paragraph G shall become additional indebtedness-secured by this Mortgage.
- H. Condemnation.** Mortgagor shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking of the Property, or part thereof, and Mortgagor shall appear in and prosecute any such action or proceeding. The proceeds of any award, payment, or claim for damages, direct or consequential, in connection with any such condemnation or other taking of the Property or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender subject to the following paragraph H.i.
- i. Mortgagor authorizes Lender to apply such awards, payments, proceeds, or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, for restoration or repair of the Property or to payment of the sums secured by this Mortgage, whether or not then due, in the order of application set forth in paragraph B hereof, with the balance, if any, to Mortgagor. Mortgagor agrees to execute such further evidence of assignment of any awards, proceeds, damages, or claims arising in connection with such condemnation or taking as Lender may require.
- I. Lien Not Released.** From time to time, Lender may, at Lender's option, extend the time for payment of the indebtedness or any part thereof, reduce the payments thereon, accept a renewal note or notes therefor, or modify the terms and time of payment of said indebtedness. Any actions taken by Lender pursuant to the terms of this paragraph shall not affect the obligations of Mortgagor or Mortgagor's successors or assigns to pay the sums secured by this Mortgage and to observe the covenants of Mortgagor contained herein and shall not affect the lien or priority of lien hereof on the Property.
- J. Forbearance by Lender Not a Waiver.** No waiver by Lender of any right under this Mortgage shall be effective unless in writing. By accepting payment of any sum secured hereby after its due date or by making any payment or performing any act on behalf of Mortgagor that Mortgagor was obligated hereunder but failed to make or perform, or by adding any payment so made by Lender to the indebtedness secured hereby, Lender does not waive its right to

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require prompt payment when due of all sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure so to pay.

K. Acceleration in Case of Insolvency. Notwithstanding anything in this Mortgage or the Loan Documents to the contrary, Lender may, at Lender's option, declare all indebtedness due under this Mortgage and the Note secured hereby to be immediately due and payable without prior notice, and Lender may invoke any remedies permitted by this Mortgage, if any of the following occurs:

- i. Mortgagor or any guarantor shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor federal statute relating to bankruptcy, insolvency, arrangements, or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts;
- ii. Mortgagor or any guarantor shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution, or liquidation under a bankruptcy or insolvency act within a reasonably prompt time after such filing;
- iii. Mortgagor or any guarantor shall be adjudged a bankrupt;
- iv. a trustee or receiver shall be appointed for either of Mortgagor or any guarantor or their Property;
- v. the Property shall become subject to the jurisdiction of a federal bankruptcy court or similar state court;
- vi. Mortgagor or any guarantor shall make an assignment for the benefit of their respective creditors; or
- vii. there is an attachment, execution, or other judicial seizure of any portion of their respective assets and such seizure is not discharged within 10 days.

Any attorneys' fees and other expenses incurred by Lender in connection with such bankruptcy or any of the other aforesaid events in this paragraph shall be additional indebtedness of Mortgagor secured by this Mortgage and payable on demand.

L. Transfers of the Property. On sale or transfer of all or any part of the Property, or any interest therein, Lender may, at Lender's option, declare all of the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by this Mortgage.

M. Acceleration; Remedies. Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage or the Loan Documents (including, but not limited to, the covenants to pay when due any sums secured by this Mortgage), Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand.

- i. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional

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indebtedness in the order of foreclosure or sale all expenditures and expenses that may be paid or incurred by or on behalf of Lender for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, charges, publication costs, and costs of procuring all abstracts of title or commitments for title insurance. Such fees, charges, and costs may be estimated as to items to be expended after entry of the order of foreclosure or sale as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale that may be had pursuant to such decree the true condition of the title to or the value of such Property. All expenditures and expenses of the nature mentioned in this paragraph shall become so much additional indebtedness secured hereby and shall be immediately due and payable with interest thereon at the rate specified in the Loan Documents and the Note secured hereby. Such expenditures and expenses shall include expenditures made in connection with (1) any proceeding to which Lender shall be a party by reason of this Mortgage or any indebtedness hereby secured; (2) preparation for the commencement of any suit for foreclosure hereof after accrual of the right to foreclose, whether or not actually commenced; (3) any efforts for collection of any past due indebtedness secured hereby. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in this paragraph; second, all other items that under the terms hereof constitute indebtedness secured by this Mortgage; and, third, any surplus to Mortgagor, its successors, or its assigns, as their rights may appear.

- N. Remedies Cumulative.** Each remedy provided herein shall be exclusive of any other remedy herein or now or hereafter existing by law and may be exercised concurrently, independently, or successively in any order whatsoever. Every power or remedy hereby given to Lender may be exercised from time to time and as often as deemed expedient by the Lender.
- O. Notice.** Except for any notice required under applicable law to be given in another manner, all notices and other communications required or permitted under this Mortgage shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, and if mailed shall be deemed received on the third business day after deposit in the mail in the continental United States, postage prepaid, addressed to the party to receive such notice at the address set forth above. Notice of change of address shall be given by written notice in the manner set forth in this paragraph N.
- P. Assignment.** Mortgagee may, without notice to anyone, sell or assign the Loan, or any part thereof, or grant participations therein, and in any such event each and every immediate or remote assignee or holder of, or participant in, all or any of the Loan shall have the right to enforce this Mortgage, by suit or otherwise for the benefit of such assignee, holder, or participant, as fully as if herein by name specifically given such right herein, but Mortgagee shall have an unimpaired right, prior and superior to that of any such assignee, holder, or participant, to enforce this Mortgage for the benefit of Mortgagee, as to any part of the Loan retained by Mortgagee.
- Q. Successors and Assigns Bound; Joint and Several Liability; Agents.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the

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respective successors and assigns of Lender and Mortgagor. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents, or independent contractors as authorized by Lender.

- R. **Governing Law; Severability.** The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by, the laws of the State of Illinois. If any paragraph, clause, or provision of this Mortgage, the Loan Documents, or any other notes or obligations secured by this Mortgage is determined by a court of competent jurisdiction to be void, invalid, or unenforceable, such decision shall affect only those paragraphs, clauses, or provisions so determined and shall not affect the remaining paragraphs, clauses, and provisions of this Mortgage or the Loan Documents or other notes secured by this Mortgage.
- S. **JURISDICTION; VENUE.** TO INDUCE MORTGAGEE TO GRANT FINANCIAL ACCOMMODATIONS TO BORROWER, MORTGAGOR IRREVOCABLY AGREES THAT ALL ACTIONS ARISING DIRECTLY OR INDIRECTLY AS A RESULT OR IN CONSEQUENCE OF THIS MORTGAGE SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING SITUS IN THE CITY OF CHICAGO, ILLINOIS. MORTGAGOR HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED AND HAVING ITS SITUS IN CHICAGO, ILLINOIS, AND WAIVES ANY OBJECTION BASED ON *FORUM NON CONVENIENS*. MORTGAGOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS, AND CONSENTS TO THE SERVICE OF PROCESS BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO MORTGAGOR AT THE ADDRESS INDICATED IN MORTGAGEE'S RECORDS IN THE MANNER PROVIDED BY APPLICABLE STATUTE, LAW, RULE OF COURT, OR OTHERWISE. FURTHERMORE, MORTGAGOR WAIVES ALL NOTICES AND DEMANDS IN CONNECTION WITH THE ENFORCEMENT OF MORTGAGEE'S RIGHTS HEREUNDER, AND HEREBY CONSENTS TO, AND WAIVES NOTICE OF THE RELEASE, WITH OR WITHOUT CONSIDERATION, OF BORROWER OR ANY OTHER PERSON RESPONSIBLE FOR PAYMENT OF THE OBLIGATIONS, OR OF ANY COLLATERAL THEREFOR.
- T. **Waiver of Statute of Limitations; Waiver of Right of Redemption.** Time is of the essence for all of Mortgagor's obligations hereunder, and, to the extent permitted by law, Mortgagor waives all present or future statutes of limitation with respect to any debt, demand, or obligation secured hereunder in any action or proceeding for the purpose of enforcing this instrument or any rights or remedies hereunder. Mortgagor further agrees, to the full extent permitted by law, that in case of a default hereunder and acceleration pursuant to paragraph M hereof, neither Mortgagor nor anyone claiming through or under it will set up, claim, or seek to take advantage of any appraisement, valuation, stay, or extension law now or hereafter in force, or take any other action which would prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Property, or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereof. Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws, and any and all right to have the assets comprising the Property marshalled upon any foreclosure of the lien hereof and agrees that Lender or any court having jurisdiction to foreclose such lien may sell the Property in part or as an entirety. Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et. seq.) (the "Act") or residential real estate (as defined in section 15-1219 of the Act).

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Mortgagor hereby voluntarily and knowingly waives any and all rights of redemption as allowed under Section 15-1601 of the Act.

- U. **Offsets.** No indebtedness secured by this Mortgage shall be deemed to have been offset or compensated by all or part of any claim, cause of action, or counterclaim or part of any claim, cause of action, counterclaim, or crossclaim, whether liquidated or unliquidated, that Mortgagor now or hereafter may have or may claim to have against Lender, and, in respect to the indebtedness now or hereafter secured hereby, Mortgagor waives to the fullest extent permitted by law the benefits of any applicable law, regulation, or procedure that substantially provides that when cross-demands for money have existed between persons at any point when neither demand was barred by the applicable statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in his answer the defense of payment in that the two demands are compensated as far as they equal each other, notwithstanding that an independent action asserting his claim would at the time of filing his answer be barred by the applicable statute of limitations.
- V. **Revolving Loans.** Among other things, this Mortgage is given to secure a revolving credit facility and secures not only present indebtedness but also future advances, whether such future advances are obligatory or are to be made at the option of Lender, or otherwise as are to be made within 20 years of the date hereof. The amount of indebtedness secured hereby may increase or decrease from time to time, however the principal amount of such indebtedness shall not at any time exceed the amount of \$2,000,000 plus interest thereon, and other costs, amounts, and disbursements as provided herein and in the other Loan Documents.
- W. **Confession of Judgment; Attorney's Fees.** In the event of Default, Borrower irrevocably authorizes and empowers any attorney-at-law to: (a) appear in any court of record on its behalf; (b) confess judgment against it for (i) the unpaid amount of the Note as evidenced by an affidavit signed by an authorized agent of Lender setting forth the amount then due, (ii) attorneys' fees, and (iii) the costs of suit; and (c) release all errors and waive all rights of appeal. If a copy of the Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on the Note have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder. All expenses incurred by Lender to the extent reimbursable under Sections 15-1510 and 15-1512 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et. seq.), whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

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X. General Provisions.

- i. The Mortgage applies to, inures to the benefit of, and binds all parties hereto and their heirs, legatees, devisees, administrators, executors, successors, and assigns.
- ii. The term "Lender" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Lender herein.
- iii. Whenever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa.
- iv. Captions and paragraph headings used herein are for convenience only, are not a part of this Mortgage, and shall not be used in construing it.

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Mortgagor has executed this Mortgage or has caused the same to be executed by its representatives thereunto duly authorized.

MORTGAGOR

Four Zero Five, LLC,
an Illinois limited-liability company

By: [Signature]
Name: Jordan M. Callaway
Its: Managing Member


By: [Signature]
Name: Roberta Callaway
Its: Managing Member

State of Illinois)
County of DuPage)

I, the undersigned, a notary public, in and for and residing in DuPage County, in the State aforesaid, hereby certify that Jordan M. Callaway, the Managing Member and Roberta Callaway, the Managing Members of Four Zero Five, LLC and Roberta Callaway personally known to me to be the same persons whose names are subscribed in the foregoing instrument, each appeared before me this day in person and being first duly sworn by me acknowledged that she/he signed and delivered the said instrument as her/his free and voluntary act and as the free and voluntary act of such entity, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on January 5, 2022.

[Signature]
Notary Public



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**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Albeca, LLC
450 Skokie Boulevard, Suite 604
Northbrook, Illinois 60062
Attn: Robert Wilbur

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of January 5, 2022, by and from **Four Zero Five, LLC**, an Illinois limited liability company ("Borrower"), to and for the benefit of **Albeca, LLC**, a Nevada limited liability company, and its successors and assigns ("Lender").

RECITALS:

A. Borrower is the owner of certain real property located in Cook County, State of, more particularly described in Exhibit A attached hereto ("Property").

B. Lender has agreed to make a loan to Borrower in the maximum principal amount of One Hundred Thirty Three Thousand Two Hundred Fifty AND 00/100 DOLLARS (\$133,250.00) (the "Loan") pursuant to that certain Business Loan Agreement dated as of even date herewith by and between Borrower and Lender, the provisions of which are incorporated herein by reference to the same extent as if fully set forth herein (said Loan Agreement and any and all extensions and renewals thereof, amendments thereto and substitutions or replacements therefor is referred to herein as the "Loan Agreement"; any terms not defined herein shall have the meanings ascribed to such terms in the Loan Agreement). The Loan is evidenced by a Promissory Note of even date herewith from Borrower and the Partnership to Lender in the original principal amount of One Hundred Thirty Three Thousand Two Hundred Fifty AND 00/100 DOLLARS (\$133,250.00) (as amended, modified and restated from time to time, the "Note"). The Loan is due and payable as set forth in the Note, as may be extended as set forth in the Note or accelerated pursuant to the terms hereof or of any other Loan Document (as hereinafter defined).

C. The Loan is secured by: (i) that certain Mortgage dated as of even date herewith (as amended, modified and restated from time to time, the "Mortgage") which encumbers the Property, and (ii) certain other documents evidencing or securing the Loan (together with the Note, the Loan Agreement and the Mortgage, as amended, modified and restated from time to time, the "Loan Documents").

D. Borrower is required as a condition to the making of the Loan to transfer and assign to Lender all of Borrower's right, title and interest in, to and under the Leases and Rents (as defined below).

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AGREEMENT:

NOW, THEREFORE, as an inducement for the making of the Loan, Borrower hereby represents, warrants, covenants and agrees as follows:

1. **Definitions.** As used herein, the following terms shall have the following meanings:

"**Event of Default**" means an Event of Default, as defined in the Loan Agreement.

"**Leases**" means all leases, subleases, rental contracts, occupancy agreements, licenses and other arrangements (in each case whether existing now or in the future) pursuant to which any person or entity occupies or has the right to occupy or use any portion of the Property, and includes (a) any supplement, modification, amendment, renewal or extension of any Lease and (b) any security or guaranty for any Lease. Lender and Borrower acknowledge that no Leases currently exist.

"**Lessees**" means the lessees under the Leases or any subtenants or occupants of the Property.

"**Obligations**" means the obligations of Borrower under the Loan Agreement, the Note, the Mortgage, this Assignment, and the other Loan Documents.

"**Rents**" means all rents, issues, income, revenues, royalties, profits and other amounts now or in the future payable under any of the Leases, including those past due and unpaid.

Capitalized terms used in this Assignment and not otherwise defined are used as defined in the Loan Agreement.

2. **Assignment.** As security for the payment and performance of the Obligations, Borrower hereby absolutely and unconditionally transfers, sets over and assigns to Lender all present and future right, title and interest of Borrower in, to and under the Leases and the Rents, together with all advance payments, security deposits and other amounts paid or payable to or deposited with Borrower under any of the Leases and all other rights and interest of Borrower under or in respect of any of the Leases. This Assignment is intended to be and is an absolute present assignment from Borrower to Lender, it being intended hereby to establish a complete and present transfer of all Leases and Rents with the right, but without the obligation, to collect all Rents.

3. **License.** Except as hereinafter set forth, Borrower shall have a license to collect the Rents accruing under the Leases as they become due ("**License**"), but not more than thirty (30) days in advance, and to enforce the Leases. Subject to **Section 8.1** hereof, the License shall automatically terminate upon the occurrence of an Event of Default. Borrower covenants and agrees that in exercising its License it shall hold all Rents in trust and shall apply the same first to the payment of the reasonable expenses of owning, maintaining, repairing, operating and renting the Property, and then to payment of the Obligations.

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4. **Representations and Warranties.** Borrower hereby represents and warrants to Lender that: (a) Borrower is the absolute owner of the entire lessor's interest in each of the Leases, with absolute right and title to assign the Leases and the Rents; (b) to Borrower's knowledge, the Leases are valid, enforceable and in full force and effect and have not been modified, amended or terminated; (c) there are no outstanding assignments or pledges of the Leases or of the Rents and no other party has any right, title or interest in the Leases or the Rents; (d) there are no existing defaults under the provisions of the Leases on the part of the lessor and to Borrower's knowledge, there are no existing defaults under the provisions of the Leases on the part of the Lessees thereunder; (e) to Borrower's knowledge, no Lessee has any defense, set-off or counterclaim against Borrower; (f) no Lessee has any purchase option or first refusal right or any right or option for additional space with respect to the Property; (g) Borrower has not accepted prepayments of installments of rent or any other charges under any Lease for a period of more than one (1) month in advance; and (h) to Borrower's knowledge, all work required to be performed by Borrower, as landlord, as of the date hereof under any Lease has been completed in accordance with the provisions of the Lease.

5. **Covenants of Borrower.**

5.1 **New Leases and Lease Terminations and Modifications.** Borrower shall not: (a) surrender or terminate (except as a result of a material default by Lessees thereunder and failure of such Lessee to cure the default within the applicable time periods set forth in the Lease); (b) amend or modify any Lease without Lender's prior written consent; (c) make any subsequent assignment or pledge of a Lease; (d) consent to the subordination of the interest of any Lessee in any Lease; (e) consent to any assignment by any Lessee or any subletting, without the prior written consent of Lender unless the Lessee has the right under the terms of the Lease (i) to assign or sublet to specified assignees or sublessees, in which event Borrower shall provide Lender with written notice of any such assignment or subletting, or (ii) to generally assign or sublet to unspecified assignees or sublessees with the prior consent of Borrower, as landlord, not to be unreasonably withheld, in which event the consent of Lender required under this clause (e) shall not be unreasonably withheld; (f) enter into any renewal or extension of any Lease other than upon exercise of an express option therefor contained in such Lease, or (g) enter into any new Lease or enter into any amendment, modification or termination of any existing Lease. Any attempt to do any of the foregoing without the prior written consent of Lender (if such consent is required) shall be null and void.

5.2 **Performance under Leases.** Borrower shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Borrower shall not do or suffer to be done anything to impair the security thereof. Borrower shall not (i) release the liability of any Lessee under any Lease or any guaranty thereof, (ii) consent to any Lessee's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any Lessee's claim of a total or partial eviction, (iv) consent to a termination or cancellation of any Lease, except as specifically provided above or in such Lease, or (v) enter into any oral Leases with respect to all or any portion of the Property.

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5.3 Collection of Rents. Borrower shall not collect any of the Rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits.

5.4 Further Assignment. Borrower shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all Rents, except as specifically permitted by the Loan Documents.

5.5 Lease Guaranty. Borrower shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law.

5.6 Waive Rental Payments. Borrower shall not waive or excuse the obligation to pay rent under any Lease.

5.7 Defending Actions. Borrower shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any Lessee or guarantor thereunder, and shall pay all costs and expenses of Lender, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Lender may appear.

5.8 Enforcement. Borrower shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the Lessees and guarantors thereunder.

5.9 Notice. Borrower shall immediately notify Lender of any material breach by a Lessee or guarantor under any Lease.

5.10 Subordination. Borrower shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent.

5.11 Bankruptcy of Lessee. If any Lessee is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Borrower covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Borrower and Lender. Borrower hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, it will duly endorse to the order of Lender any such check.

5.12 Rent Rolls. Upon Lender's request, Borrower shall deliver to Lender a certified rent roll for the Property as of the last day of such period in a form reasonably satisfactory to Lender.

6. Cancellation of Lease. In the event that any Lease permits cancellation thereof on payment of consideration and the privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to Lender, and if an Event of Default has occurred,

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shall be applied, at the election of Lender, to the Obligations in whatever order Lender shall choose in its discretion or shall be held in trust by Lender as further security, without interest, for the payment of the Obligations. Prior to such Event of Default, Borrower may use and apply such termination payments to expenses of the Property.

7. **Lender's Rights Upon Lessee Bankruptcy.** Upon the occurrence of an Event of Default, and if a Lessee under a Lease files or has filed against it any petition in bankruptcy or for reorganization, or undertakes or is subject to similar action, Lender shall have, and is hereby assigned by Borrower, all of the rights which would otherwise inure to the benefit of Borrower in such proceedings, including, without limitation, the right to seek "adequate protection" of its interests, to compel rejection of any Lease, and to seek such claims and awards as may be sought or granted in connection with the rejection of such Lease. Unless otherwise consented to by Lender in writing, Lender's exercise of any of the rights provided herein shall preclude Borrower from the pursuit and benefit thereof without any further action or proceeding of any nature. Lender, however, shall not be obligated to make timely filings of claims in any bankruptcy, reorganization or similar action, or to otherwise pursue creditor's rights therein.

8. **Default of Borrower.**

8.1 **Remedies.** Upon the occurrence of an Event of Default, Borrower's License to collect Rents shall immediately cease and terminate, unless Lender shall otherwise notify Borrower in writing that such License is not being terminated by Lender. Lender shall thereupon be authorized at its option to enter and take possession of all or part of the Property, in person or by agent, employee or court appointed receiver, and to perform all acts necessary for the operation and maintenance of the Property in the same manner and to the same extent that Borrower might reasonably so act. In furtherance thereof, Lender shall be authorized, but under no obligation, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Borrower's rights to fix or modify rents, sue for possession of the leased premises, relet all or part of the leased premises, and collect all Rents under such new Leases. Borrower shall also pay to Lender, promptly upon any Event of Default: (a) all rent prepayments and security or other deposits paid to Borrower pursuant to any Lease assigned hereunder; and (b) all charges for services or facilities or for escalations which have theretofore been paid pursuant to any such Lease to the extent allocable to any period from and after such Event of Default. Lender will, after payment of all proper costs, charges and any damages, apply the net amount of such Rents to the Obligations. Lender shall have sole discretion as to the manner in which such Rents are to be applied, the reasonableness of the costs to which they are applied, and the items that will be credited thereby.

8.2 **Notice to Lessee.** Borrower hereby irrevocably authorizes each Lessee, upon demand and notice from Lender of the occurrence of an Event of Default, to pay all Rents under the Leases to Lender. Borrower agrees that each Lessee shall have the right to rely upon any notice from Lender directing such Lessee to pay all Rents to Lender, without any obligation to inquire as to the actual existence of an Event of Default, notwithstanding any notice from or claim of Borrower to the contrary. Borrower shall have no claim against any Lessee for any Rents paid by Lessee to Lender.

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8.3 **Assignment of Defaulting Borrower's Interest in Lease.** Lender shall have the right to assign Borrower's right, title and interest in and to the Leases to any person acquiring title to the Property through foreclosure or otherwise. Such assignee shall not be liable to account to Borrower for the Rents thereafter accruing.

8.4 **No Waiver.** Lender's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Lender's rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Lender has under the Loan Agreement, the Note, the Mortgage and any of the other Loan Documents. Lender's rights and remedies hereunder may be exercised as often as Lender deems expedient.

8.5 **Costs and Expenses.** The cost and expenses (including any receiver's fees and attorney fees) incurred by Lender pursuant to the powers contained in this Assignment shall be immediately reimbursed by Borrower to Lender on demand, shall be secured hereby and, if not paid by Borrower, shall bear interest from the date due at the Default Rate (as defined in the Note). Lender shall not be liable to account to Borrower for any action taken pursuant hereto, other than to account for any Rents actually received by Lender.

9. **Indemnification of Lender.** Borrower hereby agrees to indemnify, defend, protect and hold Lender harmless from and against any and all liability, loss, cost, expense or damage (including reasonable attorney fees) that Lender may or might incur under the Leases or by reason of this Assignment. Such indemnification shall also cover any and all claims and demands that may be asserted against Lender under the Leases or this Assignment. Nothing in this section shall be construed to bind Lender to the performance of any Lease provisions, or to otherwise impose any liability upon Lender, including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Mortgage and shall have been barred thereby of all right, title, interest, and equity of redemption in the Property. This Assignment imposes no liability upon Lender for the operation and maintenance of the Property or for carrying out the terms of any Lease before Lender has entered and taken possession of the Property. Any loss or liability incurred by Lender by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Lender's request, be immediately reimbursed by Borrower. Such reimbursement shall include interest at the Default Rate provided in the Note, costs, expenses and reasonable attorney fees. Lender may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or liability. The provisions of this Section 9 shall survive repayment of the Obligations and any termination or satisfaction of this Assignment.

10. **Additions to, Changes in and Replacement of Obligations.** Lender may take security in addition to the security already given Lender for the payment of the Obligations or release such other security, and may release any party primarily or secondarily liable on the Obligations, may grant or make extensions, renewals, modifications or indulgences with respect to the Obligations or the Mortgage and replacements thereof, which replacements of the Obligations or the Mortgage may be on the same terms as, or on terms different from, the present terms of the Obligations or the Mortgage, and may apply any other security held by it to the satisfaction of the Obligations, without prejudice to any of its rights hereunder.

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11. **Power of Attorney.** In furtherance of the purposes of this Assignment, Borrower hereby appoints Lender as Borrower's attorney-in-fact, with full authority in the place of Borrower, at the option of Lender at any time after the occurrence of an Event of Default, and in the name of Borrower or Lender, to (a) collect, demand and receive the Rents and other amounts payable under any Lease, (b) bring suit and take other action to enforce the Leases, (c) enforce, supplement, modify, amend, renew, extend, terminate and otherwise administer the Leases and deal with Lessees in relation to the Leases, (d) give notices, receipts, releases and satisfactions with respect to the Leases and the Rents and other amounts payable under any Lease, and (e) take such other action as Lender may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by Lender under this Assignment.

12. **No Mortgagee in Possession; No Other Liability.** The acceptance by Lender of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Property by Lender, be deemed or construed to: (a) constitute Lender as a mortgagee in possession nor place any responsibility upon Lender for the care, control, management or repair of the Property, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by any Lessee, occupant or other party, or for any dangerous or defective condition of the Property, nor thereafter at any time or in any event obligate Lender to appear in or defend any action or proceeding relating to the Leases or to the Property; (b) require Lender to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases; or (c) require Lender to assume any obligation or responsibility for any security deposits or other deposits delivered to Borrower by Lessees and not assigned and delivered to Lender. Lender shall not be liable in any way for any injury or damage to person or property sustained by any person in or about the Property.

13. **Termination of Assignment.** Lender shall terminate and release this Assignment as to all or a portion of the Property to the same extent as the Mortgage is released in whole or in part.

14. **Miscellaneous.**

14.1 **Severability.** If any term of this Assignment or the application hereof to any person or set of circumstances, shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such provision or part thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent consistent with applicable law.

14.2 **Captions.** The captions or headings at the beginning of each section hereof are for the convenience of the parties only and are not part of this Assignment.

14.3 **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed together and shall constitute one instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

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14.4 Notices. All notices or other written communications hereunder shall be given in the manner set forth in the Loan Agreement.

14.5 Modification. No amendment, modification or cancellation of this Assignment or any part hereof shall be enforceable without Lender's prior written consent.

14.6 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

14.7 Successors and Assigns; Gender; Joint and Several Liability. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all subsequent owners of the Property, and all subsequent holders of the Note and the Mortgage, subject in all events to the provisions of the Mortgage regarding transfers of the Property by Borrower. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. If there is more than one (1) party constituting Borrower, all obligations of each Borrower hereunder shall be joint and several.

14.8 Expenses. Borrower shall pay on demand all costs and expenses incurred by Lender in connection with the review of Leases, including reasonable fees and expenses of Lender's outside counsel.

15. WAIVER OF JURY TRIAL. BORROWER AND LENDER, BY ITS ACCEPTANCE HEREOF, HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG BORROWER AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN BORROWER AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

16. JURISDICTION AND VENUE. BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWER AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. BORROWER HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWER AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THE MORTGAGE. BORROWER WAIVES ANY CLAIM THAT

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COOK COUNTY, ILLINOIS OR THE NORTHERN DISTRICT OF ILLINOIS IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD BORROWER, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, BORROWER SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY LENDER AGAINST BORROWER AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR BORROWER SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND BORROWER HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Property:

455 W St James Pl, Unit 405, Chicago, IL 60614

Pin: 14-28-320-033-1020

Legal:

LOT 10 (EXCEPT THE WESTERLY 89.67 FEET AS MEASURED ON THE NORTHERLY AND SOUTHERLY LINES THEREOF) IN THE SUBDIVISION OF OUTLOT "B" (EXCEPT THE SOUTH 320 FEET THEREOF) IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 27269003 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office