

# UNOFFICIAL COPY

Illinois Anti-Predatory  
Lending Database  
Program *3 of 3*  
*2128850*  
Certificate of Exemption

Doc#: 2201212154 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 01/12/2022 08:24 AM Pg: 1 of 15



Report Mortgage Fraud  
844-768-1713

The property identified as: **PIN:** 13-30-308-008-0000

**Address:**

**Street:** 2633-2637 N Harlem Ave

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60707

**Lender:** New Fortune Real Estate LLC

**Borrower:** TLS Invest LLC

**Loan / Mortgage Amount:** \$300,000.00

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

AFTER RECORDING, MAIL TO:

SATURN TITLE, LLC  
1030 W. HIGGINS RD.  
SUITE 365  
PARK RIDGE, IL 60068

**Certificate number:** 55599136-E93B-488B-A24D-F8D078F51295

**Execution date:** 12/1/2021

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## MORTGAGE

### DEFINITIONS

- (A) **“Security Instrument”** means this document, which is dated December 1, 2021, together with all Riders, if any, to this document.
- (B) **“Borrower”** is TLS Invest LLC, with Damian Dwulit as personal guarantor, of 1819 E. Euclid Ave, Mt. Prospect, IL 60056, are the mortgagors under this Security Instrument.
- (C) **“Lender”** is New Fortune Real Estate LLC, an Illinois Limited Liability Company. Lender is the mortgagee under this Security Instrument.
- (D) **“Note”** means the promissory note signed by Borrowers and dated December 1, 2021. The Note states that Borrower owes Lender three hundred thousand dollars (300,000) plus interest at a fixed rate of 4.0% amortized over a 15 year term. Borrower is obligated to apply for a refinance of this loan with a new lender within 3 years of the date of this agreement. Should this loan not be paid in full within 3 years from the date of this agreement (December 1, 2024) the interest rate shall be increased to 6% amortized over a term of 15 years. Borrowers have promised to pay this debt in full not later than December 1, 2024. The first monthly payment of \$2,219.06 shall be paid on January 1, 2022. Any payment received after the 15<sup>th</sup> of the month shall be deemed a late payment. A 5% late fee shall be imposed on such late payments. Thirty Six Months (3 years) from the date of this agreement’s execution the balance of the principal shall become due (balloon payment).
- (E) **“Property”** means the property that is described below under the heading “Transfer of Rights in the Property.”
- (F) **“Loan”** means the debt evidenced by the Note, plus interest, and all sums due under this Security Instrument, plus interest.
- (G) **“Riders”** means all Riders, if any, to this Security Instrument that are executed by Borrowers.
- (H) **“Applicable Law”** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (H) **“Community Association Dues, Fees, and Assessments”** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (I) **“Electronic Funds Transfer”** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial

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institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

**(J) "Escrow Items"** means those items that are described in Section 3.

**(K) "Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

**(M) "Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

**(L) "RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

**(M) "Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following property located in Cook County, Illinois:

LOTS 39 AND 40 IN BLOCK 3 IN V.M. WILLIAMS DIVERSEY AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE NORTH 3/4 OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known address: 2635-2637 N. Harlem, Chicago, IL 60707

PINS #: 13-30-308-008-0000 AND 13-30-308-009-0000

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrowers are lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is

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unencumbered, except for encumbrances of record. Borrowers warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrowers and Lenders covenant and agree as follows:

**1. Payment of Principal and Interest.** Borrowers shall pay when due the principal of, and interest on, the debt evidenced by the Note. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lenders as payment under the Note or this Security Instrument is returned to Lenders unpaid, Lenders may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lenders: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lenders when received at the location designated in the Note or at such other location as may be designated by Lenders in accordance with the notice provisions in Section 15. Lenders may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lenders may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lenders are not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lenders need not pay interest on unapplied funds. Lenders may hold such unapplied funds until Borrowers make payment to bring the Loan current. If Borrowers do not do so within a reasonable period of time, Lenders shall either apply such funds or return them to Borrowers. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrowers might have now or in the future against Lenders shall relieve Borrowers from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lenders shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3, if any.

**3. Funds for Escrow Items.** [Section omitted.]

**4. Charges; Liens.** Borrowers shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any.

Borrowers shall promptly discharge any lien which has priority over this Security Instrument unless Borrowers: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lenders, but only so long as Borrowers are performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in,

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legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lenders subordinating the lien to this Security Instrument. If Lenders determine that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lenders may give Borrowers a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrowers shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lenders may require Borrowers to pay a one-time charge for a real estate tax verification and/or reporting service used by Lenders in connection with this Loan.

**5. Property Insurance.** Borrowers shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lenders requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lenders require. What Lenders require pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrowers subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably.

If Borrowers fail to maintain any of the coverages described above, Lenders may obtain insurance coverage, at Lender's option and Borrower's expense. Lenders are under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lenders, but might or might not protect Borrowers, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrowers acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrowers could have obtained. Any amounts disbursed by Lenders under this Section 5 shall become additional debt of Borrowers secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lenders to Borrowers requesting payment.

All insurance policies required by Lenders and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lenders as mortgagee and/or as an additional loss payee. Lenders shall have the right to hold the policies and renewal certificates. If Lenders require, Borrowers shall promptly give to Lenders all receipts of paid premiums and renewal notices. If Borrowers obtain any form of insurance coverage, not otherwise required by Lenders, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lenders as mortgagee and/or as an additional loss payee.

In the event of loss, Borrowers shall give prompt notice to the insurance carrier and Lenders. Lender may make proof of loss if not made promptly by Borrowers. Unless Lenders and Borrowers otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lenders, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lenders shall have the right to hold such insurance proceeds until Lenders has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lenders may disburse proceeds for the repairs and restoration in a single payment or in a series of

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progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lenders shall not be required to pay Borrowers any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrowers shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrowers. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrowers. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrowers abandon the Property, Lenders may file, negotiate and settle any available insurance claim and related matters. If Borrowers do not respond within 30 days to a notice from Lenders that the insurance carrier has offered to settle a claim, then Lenders may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lenders acquire the Property under Section 22 or otherwise, Borrowers hereby assign to Lenders (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrowers) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lenders may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**New Fortune Real Estate, LLC shall be listed as an additional insured on the property insurance policy.**

**6. Occupancy.** [Section omitted.]

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrowers shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrowers are residing in the Property, Borrowers shall maintain the Property to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrowers shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrowers shall be responsible for repairing or restoring the Property only if Lenders have released proceeds for such purposes. Lenders may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrowers are not relieved of Borrower's obligation for the completion of such repair or restoration.

Lenders or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lenders may inspect the interior of the improvements on the Property. Lenders shall give Borrowers notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** [Section omitted.]

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrowers fail to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain

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priority over this Security Instrument or to enforce laws or regulations), or (c) Borrowers have abandoned the Property, then Lenders may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lenders may take action under this Section 9, Lenders do not have to do so and is not under any duty or obligation to do so. It is agreed that Lenders incur no liability for not taking any or all actions authorized under this Section 9. Any amounts disbursed by Lenders under this Section 9 shall become additional debt of Borrowers secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lenders to Borrowers requesting payment.

**10. Mortgage Insurance.** [Section omitted.]

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lenders.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lenders shall have the right to hold such Miscellaneous Proceeds until Lenders have had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lenders may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lenders shall not be required to pay Borrowers any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrowers. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrowers.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrowers and Lenders otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrowers.

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In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrowers and Lenders otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrowers, or if, after notice by Lenders to Borrowers that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrowers fail to respond to Lenders within 30 days after the date the notice is given, Lenders are authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrowers Miscellaneous Proceeds or the party against whom Borrowers have a right of action in regard to Miscellaneous Proceeds.

Borrowers shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrowers can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lenders.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrowers Not Released; Forbearance By Lenders Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lenders to Borrowers or any Successor in Interest of Borrowers shall not operate to release the liability of Borrowers or any Successors in Interest of Borrowers. Lenders shall not be required to commence proceedings against any Successor in Interest of Borrowers or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrowers or any Successors in Interest of Borrowers. Any forbearance by Lenders in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrowers covenants and agrees that Borrower's obligations and liability shall be joint and several with borrower Tots Land Inc and Personal Guarantor Damian Dwulit. Subject to the provisions of Section 18, any Successor in Interest of Borrowers who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lenders, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrowers shall not be released from Borrower's obligations and liability under this Security Instrument unless Lenders agree to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lenders.



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**14. Loan Charges.** Lenders may charge Borrowers fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrowers shall not be construed as a prohibition on the charging of such fee. Lenders may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrowers which exceeded permitted limits will be refunded to Borrowers. Lenders may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrowers. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrowers will constitute a waiver of any right of action Borrowers might have arising out of such overcharge.

**15. Notices.** All notices given by Borrowers or Lenders in connection with this Security Instrument must be in writing. Any notice to Borrowers in connection with this Security Instrument shall be deemed to have been given to Borrowers when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrowers shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrowers have designated a substitute notice address by notice to Lenders. Borrowers shall promptly notify Lenders of Borrower's change of address. If Lenders specify a procedure for reporting Borrower's change of address, then Borrowers shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lenders shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lenders have designated another address by notice to Borrowers. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lenders until actually received by Lenders. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrowers shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrowers.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrowers at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lenders may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lenders if such exercise is prohibited by Applicable Law.

If Lenders exercise this option, Lenders shall give Borrowers notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrowers must pay all sums secured by this Security Instrument. If Borrowers fail to pay these sums prior to the expiration of this period, Lenders may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrowers.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrowers meet certain conditions, Borrowers shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrowers: (a) pay Lenders all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lenders may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lenders may require that Borrowers pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lenders: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrowers, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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## 20. Sale of Note and Transfer of Servicing Rights. [Section omitted.]

**20. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrowers shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrowers shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products). Borrowers shall promptly give Lenders written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrowers have actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrowers learn, or are notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrowers shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lenders for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lenders shall give notice to Borrowers prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice was given to Borrowers, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrowers of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of

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**Borrowers to acceleration and foreclosure.** If the default is not cured on or before the date specified in the notice, Lenders at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lenders shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lenders shall release this Security Instrument. Borrowers shall pay any recordation costs. Lenders may charge Borrowers a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**23. Waiver of Homestead.** In accordance with Illinois law, the Borrowers hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

**24. Placement of Collateral Protection Insurance.** Unless Borrowers provide Lenders with evidence of the insurance coverage required by Borrower's agreement with Lenders, Lenders may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lenders purchase may not pay any claim that Borrower makes or any claim that is made against Borrowers in connection with the collateral. Borrowers may later cancel any insurance purchased by Lenders, but only after providing Lenders with evidence that Borrowers have obtained insurance as required by Borrower's and Lender's agreement. If Lenders purchase insurance for the collateral, Borrowers will be responsible for the costs of that insurance, including interest and any other charges Lenders may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrowers may be able to obtain on its own.

**26. Personal Guarantee.** To induce and in consideration of New Fortune Real Estate, LLC's acceptance of this Agreement, the undersigned, Damian Dwulit (herein referred to as "Guarantor") unconditionally, personally, individually, jointly and severally guarantees performance of TLS Invest LLC obligations under this Agreement and payment of all sums due hereunder and hereby continues to personally indemnify New Fortune Real Estate LLC for any and all funds due from TLS Invest LLC under the terms of this Agreement.

BY SIGNING BELOW, Borrowers accept and agree to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Borrower:

 (Seal)  
 TLS Invest LLC

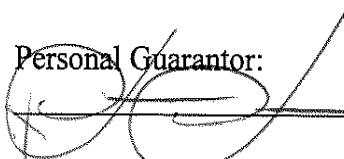
By: Damian Dwulit, Authorized Agent

Lender:

 (Seal)  
 New Fortune Real Estate LLC

By: Pawan Kumar

Personal Guarantor:

 (Seal)  
 Damian Dwulit

# UNOFFICIAL COPY

[Signature] (Seal)  
Witness

[Signature] (Seal)  
Witness

STATE OF ILLINOIS,

COUNTY OF COOK,

I, THE UNDERSIGNED, A Notary Public in and for said County, in the State aforesaid, CERTIFY THAT

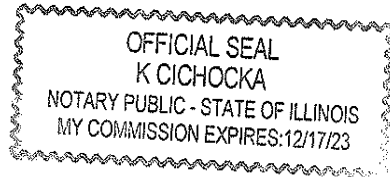
Damian Dwulit and Pawan Kumar, personally known to me to be the same people whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 1<sup>st</sup> day of December, 2021.

[Signature]

Notary Public

My Commission Expires 12/17/23



\_\_\_\_\_  
[Space Below This Line for Acknowledgment]  
\_\_\_\_\_

Notary Public of Cook County Clerk's Office

# UNOFFICIAL COPY

After Recording Return To:

John Murphy  
6122 N Neva  
Chicago, IL 60631

\_\_\_\_\_  
\_\_\_\_\_  
[Space Above This Line For Recording Data]

\_\_\_\_\_  
The property identified as: PIN: 13-30-308-008-0000 and 13-30-308-009-0000

Address: 2635-2637 N. Harlem Ave, Chicago, IL 60707

Lender: Pawan Kumar as representative of New Fortune Real Estate LLC

Borrower: TLS Invest LLC., and Damian Dzulit as personal guarantor

Loan/ Mortgage Amount: \$300,000.00

Property of Cook County Clerk's Office

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American Land Title Association

File Number : 2130640  
Commitment for Title Insurance  
Adopted 6-17-06 Revised 08-01-2016**EXHIBIT A****Legal:**

**LOTS 39 AND 40 IN BLOCK 3 IN V.M. WILLIAMS DIVERSEY AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE NORTH 3/4 OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**Commonly known address: 2633-2637 N. Harlem, Chicago, IL 60707**

**PIN #: 13-30-308-008-0000**

**PIN #: 13-30-308-009-0000**

**PIN #:**

**Township: Jefferson**

Property of Cook County Clerk's Office

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance (issued by Old Republic National Title Insurance Company). This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; (and) Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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