

# UNOFFICIAL COPY

Doc#. 2206739103 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 03/08/2022 08:47 AM Pg: 1 of 26

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: **PIN: 29-25-210-017-0000**

**Address:**

**Street:** 2152 E. 171 PL

**Street line 2:**

**City:** South Holland

**State:** IL

**ZIP Code:** 60473

**Lender:** New Silver Lending LLC

**Borrower:** Infinite Expectations, LLC

**Loan / Mortgage Amount:** \$203,000.00

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

Old Republic National Title  
9601 Southwest Highway  
Oak Lawn, IL 60453

#22146531 2/2

**Certificate number:** 6FE7CCCF-4C8B-4926-8549-959AC71A6B9C

**Execution date:** 2/24/2022

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**After Recording Return to:**

New Silver Lending LLC  
2475 Albany Avenue  
Suite 203-B  
West Hartford, CT 06117

(Space Above For Recorder's Use)

## MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

### DEFINITIONS

In addition to the capitalized terms defined where used, words used in multiple sections of this Mortgage and/or the corresponding Loan Documents are defined below.

- (A) "Borrower" is INFINITE EXPECTATIONS, LLC. Borrower is the Mortgagor under the Mortgage(s).
- (B) "Lender" is NEW SILVER LENDING LLC. Lender is a Limited Liability Company, organized and existing under the laws of Delaware. Lender's address is 2475 Albany Avenue, Suite 203-B, West Hartford, CT 06117. Lender is the Mortgagee under the Mortgage(s).
- (C) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under the Mortgage(s).
- (D) "Loan Documents" means collectively the Loan Agreement, Note, Mortgage(s) and all other documents executed and/or delivered in connection with the Loan.
- (E) "Note" means the note signed by Borrower and dated February 24, 2022. The Note states that Borrower owes Lender TWO HUNDRED THREE THOUSAND Dollars (U.S. \$203,000.00) plus interest. Borrower has promised to pay this debt in regular monthly payments and to pay the debt in full not later than February 24, 2023 (the "Maturity Date").

This Mortgage, Assignment of Rents and Security Agreement (the "Mortgage") made this 24th day of February, 2022, among INFINITE EXPECTATIONS, LLC., an Indiana LLC (the "Mortgagor"), whose address is 4415 Sierra Point Drive, Fresno, TX 77545, and New Silver Lending LLC, a Delaware Limited Liability Company, as mortgagee (together with its successors and assigns, the "Lender") whose address is 2475 Albany Avenue, Suite 203-B, West Hartford, CT 06117.

Old Republic National Title  
9601 Southwest Highway  
Oak Lawn, IL 60453

# 22146531 2/2

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Witnesseth:

**THAT MORTGAGOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO LENDER that property in Cook County, Illinois, described as:**

See Legal Description Attached 'Exhibit A' incorporated herein by reference

Street Address: **2152 E 171st PL, South Holland, IL 60473**

TOGETHER WITH the rents, issues and profits thereof, SUBJECT HOWEVER, to the right, power and authority given to and conferred upon Lender by Section 11 of the provisions set forth below to collect and apply such rents, issues and profits. **For the Purpose of Securing:** 1. Performance of each agreement of Mortgagor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension of renewal thereof, in the principal sum of \$203,000.00 executed by Mortgagor in favor of Lender or order. 3. Payment of such further sums as the then record owner of such property hereafter may borrow from Lender, when evidenced by another note (or notes) reciting it is so secured. 4. All obligations under a Loan Agreement dated February 24, 2022 between Mortgagor and Lender.

A default under any other mortgage securing the above-referenced promissory note shall constitute a default under this Mortgage as well.

To Protect the Security of This Mortgage, Mortgagor Agrees:

(1) That Mortgagor will observe and perform said provisions; and that the reference to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Mortgage.

(2) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violations of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the general.

(3) To provide, maintain and deliver to Lender fire insurance satisfactory to and with loss payable to Lender listed as additional insured, as more particularly set forth in this Mortgage. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured herein and in such order as Lender may determine or at option of Lender the entire amount so collected or any part hereof may be released to Mortgagor. Such application or release shall not cure or waive any default or notice of default herein under or invalidate any act done pursuant to such notice.

(4) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Lender; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Lender may appear, and in any suit brought by Lender to record this Mortgage.

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(5) To pay; at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or a part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Mortgage.

Should Mortgagor fail to make any payment or to do any act as herein provided, then Lender, but without obligation to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may be deemed necessary to protect the security herein. Lender being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(6) To pay immediately and without demand all sums so expended by Lender, with interest from date of expenditure at the amount allowed by law in effect at the date hereon, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Lender not to exceed the maximum allowed by law at the time when said statement is demanded.

(7) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Lender, who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(8) That by accepting payment of any sum secured hereby after its due date, Lender does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(9) That at any time or from time to time, without liability therefore and without notice, upon written request of Lender and presentation of this Mortgage and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Lender may; reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement therein; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(10) That upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Mortgage and said Note to Lender for cancellation and retention and upon payment of its fees, Lender shall reconvey, without warranty, the property held hereunder. The recitals in such RECONVEYANCE of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "The person or persons legally entitled thereto". Five years after issuance of such full RECONVEYANCE, Lender may destroy said Note and this Mortgage (unless directed in such request to retain them).

(11) That as additional security, Mortgagor hereby gives to and confers upon Lender the right, power and authority during the continuance of this Mortgage, to collect the rents, issues and profits of said property, reserving unto Mortgagor the right, prior to any default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Lender may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured enter upon and take possession of

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said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expense of operation and collection, including reasonable attorney's fees, upon indebtedness secured hereby, and in such order as Lender may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(12) That upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, under the note secured hereby, or under the Loan Agreement, Lender may declare all sums secured hereby immediately due and payable by delivery to Lender of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Lender shall cause to be filed for record.

(13) That this Mortgage applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Lender shall mean the owner and holder, including pledges of the note secured hereby whether or not named as Lender herein. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) Mortgagor shall, at Mortgagor's expense, maintain in force fire and extended coverage insurance in any amount of not less than the full replacement value of any building which may exist on the subject property, with loss payable to Lender. Mortgagor shall provide fire insurance protection on Mortgagor's furniture, fixtures and personal property on the subject real property in an amount equal to the full replacement value thereof, and promises that any insurance coverage in this regard will contain a waiver of the insurers' right of subrogation against Lender. In addition, Mortgagor shall, at Mortgagor's expense, maintain in force policies of liability insurance and, if applicable, flood insurance, with Lender as loss payee and as an additional insured thereunder, insuring Mortgagor against all claims resulting from the injury to or the death of any person or the damage to or the destruction of any property belonging to any person by reason of Lender's interest hereunder or the use and occupancy of the subject real property by Mortgagor. Such insurance shall be in the following amounts: (1) \$1,000,000.00 combined single limit liability insurance covering property damage and bodily injury; [and] (2) flood insurance is required if the collateral is located in a flood zone equal to the replacement cost of the subject real property. At least thirty (30) days prior to the expiration of a policy, Mortgagor shall deliver to Lender a renewal policy in a form satisfactory to Lender. If Mortgagor obtains any other insurance on the subject real property, such insurance shall name the Lender as additional insured and loss payee thereunder.

(15) If all or any part of the subject property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person), or a lien or encumbrance is created upon such property, voluntarily or involuntarily, or if Mortgagor shall file or have filed against it and/or the property any proceeding for relief of debtors under the United States Bankruptcy Code, in each case without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage. If Lender exercises this option, Lender shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

(16) Lender may make or cause to be made reasonable entries upon and inspections of the real property securing this Mortgage.

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(17) Mortgagor shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the property securing this Mortgage or any part thereof and Mortgagor shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Mortgagor authorizes Lender, at Lender's option, as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Lender's or Mortgagor's name, any action or proceeding relating to any condemnation or other taking of the subject property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the subject property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender subject, if this Mortgage is on a leasehold, to the rights of lessor under the ground lease. 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, to restoration or repair of the subject property or to payment of the sums secured by this Mortgage, whether or not then due, in the order of application set forth in Section 3 hereof, with the balance, if any, to Mortgagor. Unless Mortgagor and Lender otherwise agree in writing, any application of proceeds to Principal (as defined in the Note) shall not extend or postpone the due date of the monthly installments referred to in Sections 1 and 2 hereof or change the amount of such installments. 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.

(18) This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the subject property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Lender a security interest in said items. Mortgagor agrees that Lender may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the subject property. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Mortgage in such form as Lender may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. For purposes of filing and recording this Mortgage in, among other places, the real estate records of the county in which the subject property is located, the following information is included: (i) the Mortgagor shall be deemed the "Debtor" with the address set forth for the Mortgagor on the first page of this Mortgage which the Mortgagor certifies is accurate, (ii) the Lender shall be deemed to be the "Secured Party" with the address set forth for the Lender on the first page of this Mortgage and shall have all of the rights of a secured party under the Uniform Commercial Code, (iii) this Mortgage covers goods which are or are to become fixtures, (iv) the name of the record owner of the land is Mortgagor, (v) if Mortgagor is an entity, the organizational identification number of Mortgagor is 202005011389468, and the Mortgagor is organized under the laws of the State of Indiana. Upon Mortgagor's breach of any covenant, representation, warranty or agreement of Mortgagor contained in this Mortgage, including the covenants to pay when due all sums secured by this Mortgage, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in this Mortgage as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the subject property separately or together and in

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any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in this Mortgage.

(19) Any default under this Mortgage shall constitute a default under all promissory notes and mortgages Mortgagor has executed in favor of Lender. Mortgagor shall be in default if, during the Loan application process, Mortgagor or any persons or entities acting at the direction of Mortgagor or with Mortgagor's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Mortgagor's use of the subject property solely for business and/or commercial purposes.

(20) State Specific Provisions.

Waive of Homestead. In accordance with Illinois law, the Mortgagor hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

Placement of Collateral Protection Insurance. Unless Mortgagor provides Lender with evidence of the insurance coverage required by Mortgagor's agreement with Lender, Lender may purchase insurance at Mortgagor's expense to protect Lender's interests in Mortgagor's collateral. This insurance may, but need not, protect Mortgagor's interests. The coverage that Lender purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the collateral. Mortgagor may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Mortgagor has obtained insurance as required by Mortgagor's and Lender's agreement. If Lender purchases insurance for the collateral, Mortgagor will be responsible for the costs of that insurance, including interest and any other charges Lender 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 Mortgagor's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

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Dated: February 24, 2022

MORTGAGOR:

INFINITE EXPECTATIONS, LLC.  
An Indiana LLC.

By: 

Name: Marie Blue

Title: Member

Property of Cook County Clerk's Office



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## ACKNOWLEDGMENT

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

State of IL )  
County of Wau )

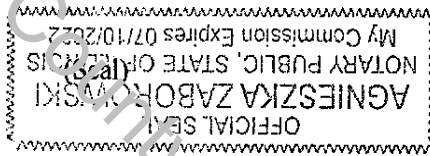
On February 24, 2022, before me, 2/24/2022,  
(insert name of notary)

Notary Public, personally appeared Marie Blue, member of INFINITE EXPECTATIONS, LLC., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public



Clerk's Office

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## EXHIBIT A

### (DESCRIPTION OF PROPERTY)

#### LEGAL DESCRIPTION

LOT 17 IN HUGUELET'S 9TH ADDITION TO SOUTH HOLLAND, BEING A SUBDIVISION OF THE SOUTH 1/3 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTH 2/3 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE AFORESAID, SECTION 25 (EXCEPTING FROM THE ABOVE DESCRIBED TWO PARCELS OF LAND THE WEST 40.00 FEET THEREOF AS HERETOFORE DEDICATED FOR PUBLIC STREET BY PLAT OF DEDICATION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 2819331, ACCORDING TO THE PLAT OF SAID HUGUELET'S 9TH ADDITION TO SOUTH HOLLAND REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JUNE 8, 1976 AS DOCUMENT 2874109, IN COOK COUNTY, ILLINOIS.

Address commonly known as:  
2152 E 171st Pl  
South Holland, IL 60473

PIN#: 29-25-210-017-0000

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## CONSTRUCTION LOAN AGREEMENT

PROPERTY ADDRESS: 2152 E 171st PL, South Holland, IL 60473

### DEFINITIONS

In addition to the capitalized terms defined where used, words used in multiple sections of this Construction Loan Agreement and/or the corresponding Loan Documents are defined below.

- (A) **"Borrower"** is INFINITE EXPECTATIONS, LLC. Borrower is the Mortgagor under the Mortgage..
- (B) **"Environmental Law"** shall mean any present and future federal, State and local laws, statutes, ordinances, rules, regulations, standards, policies and other governmental directives or requirements, as well as common law, relating to the protection of human health or the environment, Hazardous Materials, liability for, or costs of, other actual or threatened danger to human health or the environment.
- (C) **"Governmental Authority"** shall mean any court, board, agency, commission, office, central bank or other authority of any nature whatsoever for any governmental unit (federal, State, county, district, municipal, city, country or otherwise) or quasi-governmental unit whether now or hereafter in existence.
- (D) **"Hazardous Materials"** shall mean but is not limited to any and all substances (whether solid, liquid or gas) defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present or future Environmental Laws or that may have a negative impact on human health or the environment, including but not limited to Mold, petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, radon, radioactive materials, flammables and explosives, but excluding substances of kinds and in amounts ordinarily and customarily used or stored in similar properties for the purposes of cleaning or other maintenance or operations and otherwise in compliance with all Environmental Laws.
- (E) **"Lender"** is NEW SILVER LENDING LLC. Lender is a Limited Liability Company, organized and existing under the laws of Delaware. Lender's address is 2475 Albany Avenue, Suite 203-B, West Hartford, CT 06117. Lender is the Mortgagee under the Mortgage.
- (F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under the Mortgage.
- (G) **"Loan Documents"** means collectively the Construction Loan Agreement, Note, Mortgage and all other documents executed and/or delivered in connection with the Loan.
- (H) **"Mold"** shall mean fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including, but not limited to, mold, mildew, and viruses, whether or not such Mold is living.
- (I) **"Note"** means the promissory note signed by Borrower and dated February 24, 2022. The Note states that Borrower owes Lender TWO HUNDRED THREE THOUSAND Dollars (U.S. \$203,000.00) plus interest, or so much thereof as is advanced pursuant to that certain Loan Agreement, dated the date hereof, between Borrower and Lender (the "Construction Loan Agreement"). Borrower has promised to

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pay this debt in regular monthly payments and to pay the debt in full not later than February 24, 2023 (the "Maturity Date").

(J) **"Property"** means the real property described in Exhibit "A" to this Agreement, and includes any improvements thereon.

## AGREEMENT

This is a construction loan agreement dated February 24, 2022 (this "Agreement") containing the terms that apply to your lending relationship ("Account") with New Silver Lending LLC, a Delaware LLC. The words "we", "lender" or "us" refer to the lender named in the previous sentence, together with its successors and assigns. The words "you" or "your" mean the person or persons who use or authorize the use of the Account, jointly and severally. "You," "borrower" and "your" include your affiliates who give us mortgages to secure loans we make to or for such affiliates. The terms of this Agreement preceded by a "[ ]" are part of this Agreement only if the box is checked. This Agreement applies and binds you and us as to all extensions of credit we make to you or your affiliates on or after the date of this Agreement.

1. **Loans We Will Consider.** The following are the types of extensions of credit covered by this Agreement (checked as applicable):

**Property You Already Own.** We may extend credit to you secured by real property you recently acquired and intend to immediately rehabilitate and resell. We will ask that you submit information to enable us to determine if your request for a loan meets our underwriting requirements. After you submit all information that we request, we will notify you how much we are prepared to lend, pricing and conditions. If you accept, we will ask you to sign a promissory note, mortgage and other loan documents on the subject real property in favor of us.

**New Acquisitions.** We may extend credit to you secured by real property you wish to acquire with the intent to resell during the term of the new loan. We will ask that you submit information to enable us to determine if your request for a loan meets our underwriting requirements. After you submit all information that we request, we will notify you how much we are prepared to lend, pricing and conditions. If you accept, we will ask you to sign a promissory note, mortgage and other loan documents on the subject real property in favor of us.

**Construction.** We may extend credit to you secured by real property to pay for labor and materials to construct certain improvements ("Improvements") on such real property (the "Work"). We will ask that you submit information to enable us to determine if your request for a loan meets our underwriting requirements. After you submit all information that we request, we will notify you how much we are prepared to lend, pricing and conditions. If you accept, we will ask you to sign a promissory note, mortgage and other loan documents on the subject real property in favor of us.

The Work is described in the Schedule of Advances attached as Exhibit "B" to this Agreement. You have also executed a mortgage granting us a first priority lien on the Property.

2. **Cross-Default.** You agree that if you default under any promissory note or mortgage you give us, we may consider and declare you to be in default under all unpaid notes and mortgages you have given us.

3. **Application of Payment.** We will determine the method of applying your payments and credits to the loans in your Account.

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4. **Security.** All of your loans will be secured by/mortgages on your real property collateral and improvements, as evidenced by mortgage (the "the Mortgage(s)"). Each mortgage allows us to declare a default if you sell or transfer your real property without our prior written consent. In the case of real property consisting of 1-4 family units, the Mortgage provides (you are the "Borrower," we are the "Lender," and the "Property" is your real property in the following quotation)]:

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), or a lien or encumbrance is created upon such property, voluntarily or involuntarily, or if Borrower shall file or have filed against it/or the Property any proceeding for relief of debtors under the United States Bankruptcy Code, in each case without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

Provided you are not in default under this Agreement, we will reconvey any mortgage(s) for an amount equal to all sums due on your Account.

5. **Transfer of Account.** You cannot transfer or assign your Account to any other person.
6. **The Work.**
- a. **Contractor.** You will enter into a written agreement ("Construction Contract") with NA ("Contractor") having offices at NA for all the Work. The Construction Contract will state the total amount that you will pay Contractor for the Work ("Contract Price"), and will include (i) the blueprints, shop drawings, plans and specifications for the Work ("Plans"); (ii) a written itemization of the Work and the Contract Price ("Construction Budget"); and (iii) an itemized description of each segment of the Work (each a "Stage") that sets the timetable for completing the Work, and the corresponding payments for the Work ("Work and Payment Schedule"). You will give us a copy of the Construction Contract. You will have no other agreements for the Work. The Contractor will give us the name, address and telephone number of each person that has a contract with Contractor to supply materials or labor for the Work (each, a "Supplier"). You will give Contractor a copy of this Agreement.
  - b. **Permits.** You will obtain, and keep in force, all approvals of the Work (each, a "Permit") that are required by any federal, state, county, or local government agency (each, a "Government Authority"). You will comply with all applicable laws of any Government Authority ("Government Regulations"). Contractor will obtain and maintain all licenses required by any Government Authority. You will get from Contractor and give to us copies of all licenses and Permits required by Government Authorities.

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c. Change Orders. Any change in the Contract Price, the Work or the Work and Payment Schedule must be in a written agreement signed by you and Contractor and approved by us ("Change Order").

d. Care of the Property. If we request, you will provide us with a certified report that the Property is free of wood-boring insects. You will provide us with a certified report that the Property is not located in Zone 3 or Zone 4 of the "Seismic Zone Map of the U.S." You will comply with all of the recommendations of any engineer making any soil report for the Property. You will notify us immediately of any fire or other casualty relating to the Property or the Work.

e. Completing the Work. The Work will begin promptly after you sign the Loan Documents. The Work will continue diligently and in a good and workmanlike manner in strict accordance with the Construction Contract and all Government Regulations. The Work will not violate any of the conditions, covenants or restrictions on the Property.

You will notify us immediately in writing if (i) you think that the Work does not comply with the Construction Contract or this Agreement; (ii) any notice of lien on the Property is served on Borrower or Contractor; or (iii) any Government Authority issues any notice or claim relating to the Property.

You promise the Work will be completed on or before August 24, 2022 ("Completion Date"). We will accept the Work as completed when you satisfy all of the conditions in Section 12(d)(viii) of this Agreement ("Substantial Completion").

f. Inspections. We have the right to enter the Property to inspect the Work, without notice to you, during normal business hours, or any other times that we arrange with you. You will pay for all inspections performed at the request of us or any Government Authority. Each inspection will cost up to \$250.00.

Our inspections are for our benefit only. Our inspections create no liability or responsibility to you, Contractor, any Suppliers, or any third parties. We are not obligated to inspect the Property or the Work.

g. You Are Responsible for the Work. You have full and sole responsibility to make sure that the Work complies with the Plans and all Government Regulations. We have no liability, obligation or responsibility for the Work. We are not liable for any failure to construct, complete, protect, or insure the Work. We are not liable for any costs of the Work. Nothing we do (including inspecting the Work or making an advance) will be a representation or warranty by us that the Work complies with the Construction Contract, this Agreement, the Permits or any Government Regulations. If we ask, you will repair or replace at your expense any Work that does not comply with the Plans. You have no right to assert or claim any offset, counterclaim or defense against us because of any claim you may have against Contractor or any Suppliers.

h. Liens. You will have any mechanic's liens or other encumbrances which may be filed against the Property released or bonded off within ten (10) days of the date you receive notice thereof. Alternatively, you shall have the option of satisfying any of these liens or encumbrances.

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- i. Delivery of Materials to Property. You will cause all materials, supplies and goods to be incorporated as part of the Improvements to be delivered to the Property free and clear of all liens and encumbrances so that no other party shall have an interest therein, whether superior or inferior to the lien of the Mortgage.
- j. Compliance with Construction Lien Law. You and Contractor will comply in all respects whatsoever with the Illinois Construction Laws as the same may from time to time exist, and we shall not be obligated to disburse any funds to you if, in our opinion or the opinion of our counsel, such disbursement would result in violation of such law.
7. **Costs and Expenses.** You will pay all costs and expenses required to satisfy the conditions of this Agreement, including any Change Orders and attorney's fees.
8. **No Other Financing.** Until paid in full, the Loan will be your only financing for the Property and the Work.
9. **Title to the Property.**

You will get a title report as described in Section 9(a) of this Agreement.

You will get title insurance as described in Section 9(b) of this Agreement.

a. Title Report. You will get a title report, prepared by a title company or an attorney admitted to practice in the jurisdiction where the Property is located, certified to us ("Title Report"). The Title Report must show that the lien of the Mortgage will be a valid first priority lien on your interest in the Property, and that the title to your interest in the Property is free and clear of all defects and encumbrances except those we approve in writing.

b. Title Insurance. You will get and keep in force a mortgagee's or lender's policy of title insurance ("Title Policy"). The Title Policy will insure: (i) that the total amount of the lien of our Mortgage is a valid first priority lien on your interest in the Property; and (ii) that the title to your interest in the Property is free and clear of all defects and encumbrances except those we approve in writing.

At or prior to the closing of the Loan, you will provide us with the commitment of the Title Company to issue the Title Policy ("Title Commitment"). When the Work is completed, you will provide us with endorsements to the Title Policy insuring us to the full amount of the Loan disbursed.

10. **Survey; Appraisal.** If we request, you will provide and certify to the Title Company a survey of the Property and the Improvements, including dimensions and locations of all completed Improvements and all easements or other rights or restrictions (each, a "Survey"). Each Survey must be satisfactory to the Title Company.

If we request, you will get an appraisal of the Property and the Improvements. You will get the appraisal before the final advance of the Loan ("Final Appraisal"). The appraisal will show the value of the Property and the Improvements, using the "as built" method. We will choose the appraiser. Each appraisal shall reflect an appraised value and be in form and substance satisfactory to us.

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## 11. Hazard Insurance.

a. The Contractor's Insurance. The Contractor must get and keep in force the following insurance policies ("Contractor's Insurance"): (i) a builder's all risk insurance policy (with a mortgagee's loss payable clause in favor of us and with a physical loss form endorsement), without co-insurance, in an amount not less than one hundred percent (100%) of the replacement cost of the Improvements, with the standard conditions; (ii) public liability insurance with limits of liability equal to at least \$500,000 per occurrence; (iii) workers' compensation insurance as required by applicable state law; and (iv) automobile liability insurance with limits of liability equal to at least \$300,000 per occurrence. The Contractor's Insurance will be in force until you accept the Improvements.

b. Your Insurance. You will get a standard hazard insurance policy as required by the Mortgage. This insurance will be effective when the Contractor's Insurance terminates.

## 12. The Loan.

a. Administration. We shall disburse the Loan proceeds ("Loan Proceeds"): on the date the Loan closes ("Closing Date"), in escrow, to a federally insured interest bearing account ("Escrow Account"), to be disbursed by us, or our escrow agent, as provided in Section 12(d)(iv) of this Agreement.

### b. Use of the Loan Funds.

(i) Advances. "Advance" means our advance of any part of the Loan under this Agreement, or your endorsement and delivery of any Loan Proceeds check to Contractor or a Supplier.

(ii) Loan Commitment Amount. As of the Closing Date, we commit to disburse Loan principal in the total amount of the Loan ("Loan Commitment Amount"). After the Closing Date, the Loan Commitment Amount will equal the principal amount of the Loan less the total amount of Advances made to date. Any Loan Commitment Amount that remains after all Advances have been made will be credited as a partial prepayment of the principal amount of the Loan at the time of the final Advance. The partial prepayment will reduce the number of your monthly payments. If, at any time, the Loan Commitment Amount is not enough to pay the amount scheduled for any Advance, you will pay the difference from your own funds.

(iii) No Changes. Unless we agree in writing first, you will not change the Plans or the Construction Contract, or permit any part of any Advance to be paid except as specified in the Schedule of Advances, or in a Request for Advance.

(iv) Trust Fund. You will receive all Advances in trust. You will apply the Advances first to the payment of the cost of the Work before using any part for any other purpose.



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c. The Escrow Account. If the Loan will be disbursed from an Escrow Account, all interest on the Escrow Account will be paid to you. If we are a depository institution that offers Escrow Accounts, the Escrow Account must be with us.

d. Advances: Conditions to Advances. Each of the promises you make in this Agreement shall be considered made again as of the time (i) we receive, or our escrow agent receives, any request from you and Contractor for an Advance ("Request for Advance"); or (ii) you endorse any Loan Proceeds check to Contractor or a Supplier. Advances will be made as shown in the Schedule of Advances (Exhibit "B"), but only if all the following conditions are satisfied:

(i) Plans Approved. You have reviewed the Plans; the Plans are satisfactory and have been approved by all Government Authorities having jurisdiction over the Property and the Work.

(ii) Work Completed: Invoices and Lien Waivers. The Work for which an Advance is requested has been completed in a good and workmanlike manner, and complies with the Construction Contract, the Plans, the Permits, and all Government Regulations.

(iii) Your Financial Condition: No Defaults. There is no material adverse change in your financial condition or employment status since the time you applied for the Loan. You are not in default under any of the Loan Documents or the Construction Contract. You have complied completely with all of your promises about the Work (including the promises in Section 6(e) of this Agreement).

(iv) Request for Advance. If the Loan will be disbursed from an Escrow Account, or directly by us, Contractor will deliver to us or our escrow agent (i) a Request for Advance, in the form set forth in Exhibit "C," properly completed, and signed by you and Contractor; (ii) the invoices for the Work; (iii) unconditional construction lien waivers from Contractor and from Suppliers for all Work covered by the Request for Advance; (iv) a date-down endorsement to the Title Policy in a form reasonably acceptable to us, dated the date of each Advance and showing the recorded Mortgage as a first lien on your interest in the Property and (v) all other required information described in the Request for Advance. We may rely on your statements and Contractor's statements in the Request for Advance and on the invoices and lien waivers submitted by Contractor. We do not have to verify any of that information. The funds obtained with the Request for Advance will be used to pay for the Work described in the Request for Advance.

(v) Interest Reserve Account. If you elect to establish an Interest Reserve Account, we shall make Advances to pay interest during the Work Stage. If the amount in the Interest Reserve Account is not enough to pay interest that is due prior to the Maturity Date, you will pay those amounts directly to us from your own funds. Unless and until Interest Reserves are paid into an Escrow Account, no interest shall be paid by us on the Interest Reserve Account.

(vi) Monthly Payment Reserve. Intentionally omitted.

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If the amount in the Monthly Payment Reserve Account is not enough to pay in full a payment of principal and interest or escrow item, you will pay those amounts directly to us from your own funds.

(vii) Loan Commitment Amount. The Loan Commitment Amount remaining after each Advance will be enough to complete all the Work.

(viii) Completion of Improvements. The Work will be completed as required by this Agreement.

Before the final Advance, you will deliver to us a copy of the final inspection report, the final title endorsement, a completion certificate signed by you and Contractor, the final, unconditional certificate of occupancy issued by the Governmental Authority, if required by law.

**13. Events of Default** You will be in default under this Agreement and the other Loan Documents if any of the following events ("Events of Default") occurs:

- a. Nonpayment. You fail to make any payment due under any Loan Document.
- b. Other Broken Promise. You fail to keep any promise in this Agreement or any other Loan Document.
- c. False Statements. Any statement of fact, representation or warranty you make to us in your loan application, this Agreement or in any other Loan Document is false, inaccurate, or incomplete.
- d. Impairment of the Property. The occurrence of any condition or situation which, in our sole determination, constitutes a danger to or impairment of the Property or repayment of the Loan and such condition or situation is not remedied within ten (10) days after written notice to you of such condition or situation.
- e. Transfer of Property. The sale, assignment, pledge, transfer, hypothecation, or other disposition of any proprietary or beneficial interest in the Property without our prior written consent.

**14. Lender's Rights and Remedies**. Subject to your right to notice of default and right to cure the default(s), to the extent required by law, if an Event of Default occurs, we have the following rights and remedies ("Rights and Remedies"):

- a. Declare a Default. We may declare the Note, the Mortgage, or both, in default.
- b. Finish the Construction and Protect the Property. We may take possession of the Property. We may do every act and thing you or any subsequent owner of the Property might or could do for the protection, construction, repair, operation, maintenance and leasing of the Property.

You authorize us, as your attorney-in-fact, to exercise any right you may have in or under the Construction Contract or any Permit. You irrevocably authorize and direct

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each party to any Permits and Construction Contracts to provide us the benefits of the Permits and the Construction Contracts upon our written notice. You agree that any such party shall have the right to rely upon any written notice from us without any obligation or right to inquire as to whether an Event of Default actually exists and notwithstanding any notice from you or claim by you to the contrary. You will have no right or claim against any such party for any benefit provided to us by such party. If you cure the Event of Default, or if we reinstate the Loan in good standing, we will give written notice of reinstatement to each such party and authorize each such party to render such benefits to you.

c. Take the Escrow Account. We may take any funds in the Escrow Account, if any, to apply to any amounts you owe under the Loan Documents.

d. Lender's Fees, Costs, and Expenses. You shall promptly pay to us all attorney's fees, costs, and other expenses paid or incurred by us in enforcing or exercising our Rights and Remedies under this Agreement. Interest will accrue on these amounts at the rate in the Note from the date the expense is incurred. The expense plus interest will be secured by our Mortgage.

e. Remedies Cumulative. We may (but are not required to) exercise any or all of the rights under this Agreement. All of our Rights and Remedies contained in this Agreement are cumulative and are in addition to any other Rights and Remedies created in any other Loan Document or existing at law or in equity.

15. **Change of Address.** You agree to advise us promptly if you change your mailing address. All written notices and statements from us to you will be considered given when placed in the United States mail, postage prepaid, and addressed to you at your current address as it appears in our records.

16. **Irregular Payments.** We may accept late payments or partial payments or checks, drafts or money orders marked "Payment in Full" without losing any of our rights under this Agreement.

17. **Amendments.** We may make insignificant changes to this Agreement at any time or changes that unquestionably benefit you, as long as we give you advance written notice as required by law.

18. **Cancellation.** You can cancel your Account at any time by giving us notice and paying in full all sums due on your loans. Your obligation under this Agreement, including our security interest in your real property, and any changes made under this Agreement prior to cancellation will continue to apply until you have paid you all the money you owe.

19. **Environmental Representations and Covenants.** You represent and warrant that neither the Borrower nor the Property are in violation of any Environmental Law, or subject to any existing, pending, or threatened investigation or inquiry by any Governmental Authority pertaining to an alleged violation of any Environmental Law.

You shall not cause or permit the Property to be in violation of, or do anything which would subject the Borrower or the Property to any remedial obligations under any Environmental Law, and shall promptly notify us in writing of any existing, pending, or threatened investigation or inquiry by any Governmental Authority in connection with any Environmental Law.

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You will not install, suffer, or permit in at under or about the Property any substance deemed hazardous toxic, extremely hazardous or petroleum products by federal or state regulations. If any such materials are found to be present in the Property in violation of Environmental Laws, you agree to remove the same promptly upon discovery at its sole cost and expense in accordance with Environmental Laws.

You shall duly file or cause to be duly filed with all Governmental Authorities having jurisdiction such reports and/or information returns as may be required or appropriate under all Environmental Laws.

If any lien or judgment shall be filed with respect to the Property arising from a violation of Environmental Laws, then you shall, within thirty (30) days from the date that you are given notice of such lien or judgment (or within such shorter period of time if any Governmental Authority has commenced steps to have the Property sold), pay the claim and remove the lien from the Property.

If there shall occur any releasing, spilling, leaking, pumping, pouring, emitting, emptying, or dumping of hazardous materials on, from or affecting the Property, or otherwise in violation of Applicable Environmental Laws, you shall promptly clean it up in accordance with the provisions of all Environmental Laws and to our satisfaction.

You hereby agree to defend, indemnify and hold harmless Lender, its directors, officers, employees, agents, successors and assigns from and against any and all losses, damages, liabilities, claims, actions, judgments, court costs, and reasonable legal or other expenses (including, without limitation, reasonable attorneys' fees and expenses) which we may incur as a direct or indirect consequence of the use, generation, manufacture, storage, disposal, threatened disposal, transportation or presence of Hazardous Materials in, on, under or about the Property or Improvements, except to the extent arising from our willful misconduct. You shall immediately pay to us upon demand any amounts owing under this indemnity, together with interest from the date the indebtedness arises until paid at the rate of interest applicable to the principal balance of the Note. Your duty and obligations to defend, indemnify and hold harmless Lender shall survive the cancellation of the Note and the release, reconveyance or partial reconveyance of the Mortgage.

**20. Indemnification.** To the full extent allowed by Illinois and Federal law, as applicable, you hereby promise to defend and timely, fully and immediately indemnify us and to hold us harmless from any liability, fine, fee, cost, expense, legal fees (of counsel chosen by us), judgment or other liability or expense arising from: (a) any real property we have financed, (b) your business activities, (c) any claim, lawsuit, demand or other assertion by a borrower, regulatory agency, or third party in any way connected with you business activities, and (d) any liability, claim, loss, cost or legal expenses (including third party lawsuits or claims) arising from or related to the Work. You shall pay and advance our expenses pending the adjudication of the subject of indemnification. Your obligation under this paragraph shall survive the repayment of all loans you obtain from us.

**21. In Balance.** You shall cause the Loan at all times to be "in balance". The Loan shall be deemed to be "in balance" only at such time and from time to time as we may determine in our sole discretion that the then undisbursed portion of the Loan equals or exceeds the amount necessary for the timely and full payment of (a) all work done and not theretofore paid for or to be done in connection with the completion of the construction of the Improvements in accordance with the Plans, and (b) all other costs (including interest on the Loan) incurred and not theretofore paid for or to be incurred in connection with the Work. You agree that if the Loan is deemed not to be "in balance", you shall, within ten days after written request by us, deposit the deficiency with us, which deficiency deposit shall first be exhausted before any further disbursement of the Loan proceeds is made. We shall not be obligated to make any Loan disbursements at any time that the Loan is not in balance. Whenever we have any such

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deficiency funds on deposit, such funds, together with any interest thereon, shall be additional security for the Loan and you hereby grant us a security interest in such funds.

**22. Loan Repurchase.** Within ten (10) days of our written demand, you shall fully repay all amounts owed to us as to any real property that is the subject of an indemnification claim as defined in Section 20. Your failure to do so shall be an event of default under all loans outstanding between you and us. Any amount that is not paid when due shall bear interest at the rates set forth in the promissory note for the applicable loan or loans. You shall immediately notify us of any claim that is made or threatened by any borrower, regulatory agency or third party in connection with any real property we have financed.

**23. Other Provisions.** Each of you who signed this Agreement or use the Account is individually and jointly obligated for all payments due under this Agreement. The Account has been applied for, considered, approved and issued in the State of Illinois and all extensions of credit are being made from the State of Illinois. If any part of this Agreement is not valid, all other parts will remain enforceable.

**24. Business Credit.** You hereby confirm your representation to us that no loans under this Agreement are intended to be used or shall be used for other than business and/or commercial (non-consumer) purposes). You agree that (1) Borrower, (2) any affiliate of Borrower, (3) Guarantor (as defined in Section 8 of the Note), (4) any holder of a direct or indirect equity interest in Borrower or any such affiliate, (5) any officer, director, executive employee or manager of any person or entity described in the foregoing clauses (1) — (4) or (6) any family member (including spouse, siblings, ancestors and lineal descendants) of any person or entity described in the foregoing clauses (1) — (5) shall not occupy any real property securing any loan we make to you. You may have employees, security personnel and other persons temporarily occupy such property for the purposes of securing it, but no one shall occupy the property as their principal residence or second home while you own it.

**25. Financial Data.** Not more often than annually, you shall provide to us on our request a copy of your federal income tax returns, balance sheet, profit and loss, as applicable for the prior tax year.

**26. Credit Authorization.** You hereby provide a continuing authorization to us to obtain credit reports on your credit. In addition, a photocopy of this Agreement shall constitute your irrevocable authorization and direction to any bank at which you have an account to provide copies of your bank statements, cancelled checks and deposits slips on all accounts you have at that bank.

**27. Loan Extension.** In our absolute discretion we may allow you to extend your loan in up to two (2) three (3) month increments if you request it. If we are inclined to grant an extension, we will notify you. In the absence of such notice you should assume your loan is due on the Maturity Date set forth in your Note. We are very unlikely to consider an extension if:

You have at any time defaulted under the Note, the Mortgage or any other Loan Document in the payment of principal, interest, taxes, insurance premiums, loan costs, and or you have been consistently late in the making of such payments, or fees, and or in the performance of the terms, conditions, and covenants of the Note, Mortgage and any other Loan Document.

If we extend your loan we will charge you a loan extension fee equal to 1.00% of the original principal balance of the Loan per extension period, for the negotiation and arrangement of the loan extension. You must also execute a Construction Loan Modification Agreement on our form. As a condition of extension, we may ask you to prepay interest for the entire period of the extension.

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**28. Cooperation.** You acknowledge that we and our successors and assigns may, in connection with a "securitized transaction" without notice to or consent from you (a) sell this Agreement, the Mortgage, the Note, the other Loan Documents, and any and all servicing rights thereto to one or more investors as a whole loan, (b) participate the Loan to one or more investors, (c) deposit this Agreement, the Note and the other Loan Documents with a trust, which trust may sell certificates to investors evidencing an ownership interest in the trust assets, or (d) otherwise sell the Loan or interests therein to investors (the transactions referred to in clauses (a) through (d) are hereinafter each referred to as a "Secondary Market Transaction"). You shall cooperate with us in effecting any such Secondary Market Transaction and shall cooperate to implement all reasonable requirements imposed by any rating agency involved in any Secondary Market Transaction so long as the same does not have a material adverse impact on the operations, use or value of any Property or Borrower. You shall provide such information and documents relating to any Borrower and any Property as we may reasonably request in connection with such Secondary Market Transaction, provided such information shall not be more expansive (other than to a de minimis degree) than the information provided to us in connection with the closing of the Loan. In addition, you shall make available to us all information concerning its business and operations that we may reasonably request, provided we shall make such parties aware of the confidential nature of such information and such parties shall agree to maintain the confidentiality of such information. We shall be permitted to share all such information with the investment banking firms, rating agencies, accounting firms, law firms and other third-party advisory firms involved with the Loan and the Loan Documents or the applicable Secondary Market Transaction. It is understood that the information provided by you to us may ultimately be incorporated into the offering documents for the Secondary Market Transaction and thus various investors may also see some or all of the information. We and all of the aforesaid third-party advisors and professional firms shall be entitled to rely on the information supplied by or on behalf of Borrower. You also agree to execute, any amendment of or supplement to this Agreement and the other Loan Documents as we may reasonably request in connection with any Secondary Market Transaction, provided that such amendment or supplement does not change any of the economic terms of the Loan or materially increase your non-monetary obligations or materially diminish your rights under this Agreement and the other Loan Documents.

**29. Choice of Law.** Illinois law shall govern this Agreement, all promissory notes you give us, all deeds of trust you give us, all guarantees you provide to us and all other agreements between us as well as all aspects of our business relationship.

**30. Patriot Act.** The USA Patriot Act of 2001 (Public Law 107-56) and federal regulations issued with respect thereto require all financial institutions to obtain, verify and record certain information that identifies individuals or business entities which open an "account" with such financial institution. Consequently, we may from time-to-time request, and you shall provide to us, your name, address, tax identification number and/or such other identification information as shall be necessary for us to comply with federal law.

**31. Exhibits.** The following exhibits are attached to and a part of this Loan.

Exhibit "A" - Description of the Property

Exhibit "B" - Schedule of Advances

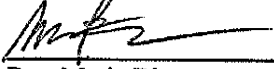
Exhibit "C" - Request for Advance

By signing below, you agree to all of the above terms and conditions and certify that you have received a completed copy of this Agreement.

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BORROWER:

INFINITE EXPECTATIONS, LLC.  
An Indiana LLC.



By: Marie Blue

Its: Member

Date: 2/24/2022

LENDER:

NEW SILVER LENDING LLC,  
a Delaware LLC

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

Property of Cook County Clerk's Office

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## ACKNOWLEDGMENT

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

State of IL )  
County of WON )

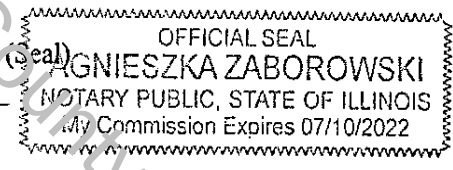
On February 24, 2022, before me, the undersigned,  
(insert name of notary)

Notary Public, personally appeared Marie Blue, Member of INFINITE EXPECTATIONS, LLC., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public



PROPERTY OF COOK COUNTY Clerk's Office



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## EXHIBIT A

### LEGAL DESCRIPTION

### LEGAL DESCRIPTION

LOT 17 IN HUGUELET'S 9TH ADDITION TO SOUTH HOLLAND, BEING A SUBDIVISION OF THE SOUTH 1/3 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTH 2/3 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE AFORESAID, SECTION 25 (EXCEPTING FROM THE ABOVE DESCRIBED TWO PARCELS OF LAND THE WEST 40.00 FEET THEREOF AS HERETOFORE DEDICATED FOR PUBLIC STREET BY PLAT OF DEDICATION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 2819331, ACCORDING TO THE PLAT OF SAID HUGUELET'S 9TH ADDITION TO SOUTH HOLLAND REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JUNE 8, 1976 AS DOCUMENT 2874109, IN COOK COUNTY, ILLINOIS.

Address commonly known as:  
2152 E 171st Pl  
South Holland, IL 60473

PIN#: 29-25-210-017-0000

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## EXHIBIT B

### SCHEDULE OF ADVANCES

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