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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713



Doc# 2208019012 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/21/2022 11:41 AM PG: 1 OF 18

The property identified as: **PIN:** 20-07-305-001-0000

**Address:**

Street: 2143 W 51st Place

Street line 2:

City: Chicago

State: IL

ZIP Code: 60609

**Lender:** LA SOLEDAD LLC

**Borrower:** Hurtado's Cartage Inc.

**Loan / Mortgage Amount:** \$1,550,000.00

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

226 NW 8540926V  
NMA 2017

**Certificate number:** 5057503D-5137-4572-8A96-0111FC69E20B

**Execution date:** 3/2/2022

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RECORDING REQUESTED BY

NAME: Andrew E. Kolb, Esq.

WHEN RECORDED MAIL TO:

NAME: Andrew E. Kolb, Esq.

ADDRESS: 200 W. Main Street

CITY/STATE/ZIP: St. Charles, IL 60174

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

(SPACE ABOVE FOR RECORDER'S USE)

RECORDING COVER PAGE

Property of Cook County Clerk's Office

22GW854092GV  
Jim 2/12

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\$1,550,000

## MORTGAGE

THIS MORTGAGE (the "**Mortgage**"), made as of March 2, 2022 by Hurtado's Cartage Inc., an Illinois corporation, and NLN Depot Inc., an Illinois corporation (the "**Mortgagor**") to LA SOLEDAD LLC an Illinois limited liability company (the "**Mortgagee**"),

## WITNESSETH:

WHEREAS, Mortgagor has executed and delivered to Mortgagee a Secured Installment Note bearing even date herewith (the "**Note**"), payable to the order of Mortgagee in the principal sum of One Million Five Hundred Fifty Thousand and no/100 Dollars (\$1,550,000) bearing interest at the specified fixed rate of interest therein. (The terms of the Note are hereby incorporated herein and made part hereof by this reference with the same effect as if set forth at length.)

NOW, THEREFORE, to secure the payment of the principal indebtedness under the Note and interest and premiums, if any, on the principal indebtedness under the Note (and all replacements, renewals and extensions thereof, in whole or in part) according to its tenor and effect, and to secure the payment of all other sums which may be at any time due and owing or required to be paid under the Note or this Mortgage (collectively sometimes referred to herein as "**Indebtedness Hereby Secured**"); and to secure the performance and observance of all the covenants, agreements and provisions contained in this Mortgage, the Note, or any document or instrument executed pursuant to any loan commitment letter issued by Mortgagee ("**the Loan Documents**") made by Mortgagor and Mortgagee; and to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Mortgagor DOES HEREBY BARGAIN, GRANT, REMISE, RELEASE, ALIEN, and MORTGAGE unto Mortgagee, its successors and assigns forever, the Land (as hereinafter defined) together with the following described property, rights and interests, all of which are hereby pledged primarily and on a parity with the Land and not secondarily and are, together with the Land, collectively hereinafter referred to as the "**Premises**":

THE LAND (The "**Land**") is located at **2143 W. 51st Place, Chicago, Illinois 60609** in the County of Cook, State of Illinois and is legally described as follows:

as on Exhibit 1 attached hereto.

TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, of every nature whatsoever now or hereafter owned by Mortgagor or Borrower and located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Land, building, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such fixtures together with the benefit of any deposits or payments now or hereafter made on such fixtures by Mortgagor or on its behalf, collectively the "**Improvements**";

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TOGETHER WITH all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water course, water rights and power, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

TOGETHER WITH all rents, royalties, issues, profits, revenue, income and other benefits from the Premises to be applied against the Indebtedness Hereby Secured; provided, however, that permission is hereby given to Mortgagor so long as no Default has occurred hereunder, to collect, receive, take, use and enjoy such rents, royalties, issues, profits, revenue, income and other benefits as they become due and payable, but not more than one (1) month in advance thereof;

TOGETHER WITH all fixtures now or hereafter owned by Mortgagor and forming a part of or used in connection with the Land or the improvements or the operation thereof, including, but without limitation, any and all modular buildings, air conditioners, awnings, basins, boilers, carpets, coolers, dehumidifiers, disposals, doors, ducts, dynamos, elevators, engines, escalators, fans, fittings, floor coverings, furnaces, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, pipes, plumbing, pumps, radiators, ranges, screens, security systems, sinks, sprinklers, stokers, toilets, ventilators, wall coverings, windows, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Land or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by Mortgagor and placed on the Land or the Improvements shall, so far as permitted by law, deemed to be fixtures, a part of the realty, and security for the Indebtedness Hereby Secured.

TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof; and Mortgagor hereby authorizes, directs and empowers Mortgagee at its option, on behalf of Mortgagor, or the successors or assigns of Mortgagor, to adjust, compromise, claim, collect and receive such proceeds, to give proper receipts and acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Mortgagee, of the Indebtedness Hereby Secured, notwithstanding the fact that the same may not then be due and payable or that the Indebtedness Hereby Secured is otherwise adequately secured.

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any Default as hereinafter defined; the Mortgagor hereby

RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State in which the Premises are located.

PROVIDED, NEVERTHELESS, if Mortgagor shall pay in full when due the Indebtedness Hereby

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Secured and shall duly and timely perform and observe all of the terms, provisions, covenants and agreements herein and in the Note and the Loan Agreement, if any provided to be performed and observed by the Mortgagor, then this Mortgage and the estate, right and interest of Mortgagee in the Premises shall cease and become void and of no effect, but shall otherwise remain in full force and effect.

## THE MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness and Performance of Covenants. Mortgagor shall (a) pay when due the Indebtedness Hereby Secured; and (b) duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on Mortgagor's part to be performed or observed as provided in the Note, this Mortgage, as between Mortgagor and Mortgagee bearing even date herewith (the "Security Agreement") and any applicable Loan Agreement, if any or other finance or loan document executed by Mortgagor in connection with the indebtedness hereby secured. Mortgagor shall have the privilege of making pre-payments without penalty on the principal of the Note (in addition to the required payments thereunder) in accordance with the terms and conditions set forth in the Note.

## 2. Liens.

Prohibition. Mortgagor shall not create or suffer or permit any mortgage, lien, charge or encumbrance to attach to or be filed against the Premises, including mechanic's liens, materialmen's liens or other claims for lien made by parties claiming to have provided labor or materials with respect to the Premises (which liens are herein defined as "mechanic's liens") and excepting only the lien of real estate taxes and assessments not due or delinquent, any liens and encumbrances of Mortgagee, and any other lien or encumbrance permitted by the terms of any Loan Agreement, if any. Maker hereby grants a first-position mortgage.

3. Contest of Mechanic's Liens Claims. Notwithstanding the foregoing prohibition against mechanic's liens against the Premises, Mortgagor, or any party obligated to Mortgagor to do so, may in good faith and with reasonable diligence contest the validity or amount of any mechanic's lien and defer payment and discharge thereof during the pendency of such contest, provided: (i) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such mechanic's lien; (ii) that, within ten (10) days after Mortgagor has been notified of the filing of such mechanic's lien, Mortgagor shall have notified Mortgagee in writing of Mortgagor's intention to contest such mechanic's lien or to cause such other party to contest such mechanic's lien; and (iii) that Mortgagor shall have obtained a title insurance endorsement over such mechanic's liens insuring Mortgagee against loss or damage by reason of the existence of such mechanic's liens or Mortgagor shall have deposited or cause to be deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the place of payment designated in the Note, a sum of money which shall be sufficient in the judgment of Mortgagee to pay in full such mechanic's lien and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of Mortgagee, such increase is advisable. Such deposits are to be held without any allowance of interest. In case Mortgagor shall fail to maintain or cause to be maintained sufficient funds on deposit as hereinabove provided, shall fail to prosecute such contest or cause such contest to be prosecuted with reasonable diligence or shall fail to pay or cause to be paid the amount of the mechanic's lien plus any interest finally determined to be due upon the conclusion of such contest, to the extent such amount exceeds the amount on

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deposit with Mortgagee, Mortgagee may, at its option, apply the money as deposited in payment of or on account of such mechanic's lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of such mechanic's lien, together with all interest thereon, Mortgagor shall forthwith, upon demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. In the event the contest of the mechanic's lien claim is ultimately resolved in favor of the claimant, Mortgagee shall apply the money so deposited in full payment of such mechanic's lien or that part thereof then unpaid, together with all interest thereon (provided Mortgagor is not then in default hereunder) when furnished with evidence satisfactory to Mortgagee of the amount of payment to be made. Any overplus remaining in the control of Mortgagee shall be paid to Mortgagor, provided Mortgagor is not then in default hereunder.

#### 4. Taxes and Liens.

A. Payment. Subject to the obligations of Mortgagee as Tenant under the Leases, Mortgagor shall pay or cause to be paid when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever, levied or assessed against the Premises or any part thereof or any interest therein or any obligation or instrument secured hereby, and all installments thereof (all herein generally called ("taxes")), whether or not assessed against Mortgagor, and Mortgagor shall furnish to Mortgagee receipts therefor on or before the date the same are due; and shall discharge any claim or lien relating to taxes upon the Premises, other than matters expressly permitted by the terms of the Loan Agreement, if any.

B. Contest. Mortgagor may, in good faith and with reasonable diligence, contest or cause to be contested the validity or amount of any such taxes, provided that:

(a) such contest shall have the effect of preventing the collection of the taxes so contested and the sale or forfeiture of the Premises or any part thereof or interest therein to satisfy the same;

(b) Mortgagor has notified Mortgagee in writing of the intention of Mortgagor to contest the same or to cause the same to be contested before any tax has been increased by any interest, penalties, or costs; and

(c) Mortgagor has deposited or caused to be deposited with Mortgagee, at such place as Mortgagee may from time to time in writing designate, a sum of money or other security acceptable to Mortgagee that, when added to the monies or other security, if any, deposited with Mortgagee, pursuant to Paragraph 8 hereof, is sufficient, in Mortgagee's judgment to pay in full such contested tax and all penalties and interest that might become due thereon, and shall keep on deposit an amount sufficient, in Mortgagee's judgment, to pay in full such contested tax, increasing such amount to cover additional penalties and interest whenever, in Mortgagee's judgment, such increase is advisable.

In the event Mortgagor fails to prosecute such contest with reasonable diligence or fails to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may, at its option apply the monies and liquidate any securities deposited with Mortgagee, in payment of, or on account of, such taxes, or any portion thereof then unpaid, including all penalties and interest thereon. If the amount of the money and any such security so deposited is insufficient for the payment in full of such taxes, together



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with all penalties and interest thereon, Mortgagor shall forthwith, upon demand, either deposit with Mortgagee a sum that, when added to such funds then on deposit with Mortgagee, is sufficient to make such payment in full, or, if Mortgagee has applied funds on deposit on account of such taxes, restore such deposit to an amount satisfactory to Mortgagee. Provided that Mortgagor is not then in default hereunder, Mortgagee shall, if so requested in writing by Mortgagor, after final disposition of such contest and upon Mortgagor's delivery to Mortgagee of an official bill for such taxes, apply the money so deposited in full payment of such taxes or that part thereof then unpaid, together with all penalties and interest thereon.

5. Change in Tax Laws. If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Mortgagee, Mortgagor or the Premises, any tax is imposed or become due in respect of the issuance of the Note or the recording of this Mortgage, Mortgagor shall pay such tax in the manner required by such law. In the event that any law, statute, rule, regulation, order or court decree has the effect of deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes required to be paid by the Mortgagor, or changing in any way relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Premises, or the manner of collection of taxes, so as to affect this Mortgage, the Indebtedness Hereby Secured or Mortgagee, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes, or reimburse Mortgagee therefor on demand, unless Mortgagee determines, in Mortgagee's sole and exclusive judgment, that such payment or reimbursement by Mortgagor is unlawful; in which event the Indebtedness Hereby Secured shall be due and payable within thirty (30) days after written demand by Mortgagee to Mortgagor. Nothing in this Paragraph 5 shall require Mortgagor to pay any income, franchise or excise tax imposed upon Mortgagee, excepting only such which may be levied against the income of Mortgagee as a complete or partial substitute for taxes required to be paid by Mortgagor pursuant hereto.

6. Insurance Coverage. Mortgagor will insure the Premises against such perils and hazards, and in such amounts and with such limits, as Mortgagee may from time to time require, and in any event will continuously maintain the following described policies of insurance (the "Insurance Policies"):

(a) Casualty insurance against loss and damage by all risks of physical loss or damage, including fire, windstorm, flood, earthquake and other risks covered by the so-called extended coverage endorsement in amounts not less than the full insurable replacement value of all Improvements; and

(b) Comprehensive public liability against death, bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000.00).

7. Insurance Policies. All Insurance Policies shall be in form and companies reasonably satisfactory to Mortgagee. All Insurance Policies insuring against casualty and other appropriate policies shall include non-contributing mortgagee endorsements in favor of and with loss payable to Mortgagee, as well as standard waiver of subrogation endorsements, shall provide that the coverage shall not be terminated or materially modified without thirty (30) days' advance written notice to Mortgagee and shall provide that no claims shall be paid thereunder without ten (10) days' advance written notice to Mortgagee. Mortgagor will deliver all Insurance Policies, premium prepaid, to Mortgagee and, in case of Insurance Policies about to expire, Mortgagor will deliver renewal or replacement policies not less than thirty (30) days prior to the date of expiration. The requirements of the preceding sentence shall apply to any separate policies of insurance taken out by Mortgagor

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concurrent in form or contributing in the event of loss with the Insurance Policies. Insurance Policies maintained by tenants under the Leases may, if in conformity with the requirements of this Mortgage and if approved by Mortgagee, be presented to Mortgagee in satisfaction of Mortgagor's obligation to provide the insurance coverages provided by those Insurance Policies.

8. Intentionally omitted.

9. Proceeds of Insurance. Mortgagor will give Mortgagee prompt notice of any loss or damage to the Premises, and subject to the rights of the first Mortgagees with respect to the existing first Mortgages against the Land:

(a) In case of loss or damage covered by any of the Insurance Policies, Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such Insurance Policies without the consent of Mortgagor, provided such settlement be done in a commercially reasonable manner, or (ii) allow Mortgagor to settle and adjust such claim without the consent of Mortgagee; provided that in either case Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds. Each insurance company which has issued an Insurance Policy is hereby authorized and directed to make payment for all losses covered by any Insurance Policy to Mortgagee alone, and not to Mortgagee and Mortgagor jointly.

(b) Mortgagee shall apply the proceeds of Insurance Policies consequent upon any casualty to reimburse Mortgagor for the cost of restoring, repairing, replacing or rebuilding the loss or damage of the casualty subject to the considerations and in accordance with the provision of Paragraph 10 hereof, but only if (i) Mortgagor is not in default hereunder at the time of such loss or at any time subsequent thereto prior to the full disbursement of said proceeds and (ii) the said proceeds (together with any additional funds as Mortgagor may deposit with Mortgagee) are first demonstrated by Mortgagor to Mortgagee to be sufficient to complete the full restoration and repair of the Premises based upon firm proposals and cost estimates provided by Mortgagor to Mortgagee.

(c) Mortgagor hereby covenants to restore, repair, replace or rebuild the Improvements, to be of at least equal value, and of substantially the same character as prior to such loss or damage, all to be effected in accordance with plans, specifications and procedures to be first submitted to and approved by Mortgagee, and Mortgagor shall pay all costs of such restoring, repairing, replacing or rebuilding.

10. Disbursement of Insurance Proceeds. Insurance proceeds held by Mortgagee for restoration, repairing, replacement or rebuilding of the Premises shall be disbursed from time to time upon Mortgagee being furnished with (i) evidence satisfactory to it of the estimated cost of the restoration, repair, replacement and rebuilding, (ii) funds (or assurances satisfactory to Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance to complete and fully pay for the restoration, repair, replacement and rebuilding, and (iii) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and such other evidences of cost, payment and performance as Mortgagee may require and approve. No payment made prior to the final completion of the restoration, repair, replacement and rebuilding shall exceed ninety percent (90%) of the value of the work performed from time to time, as such value shall be determined by Mortgagee in its sole and exclusive judgment; funds other than proceeds of insurance shall be



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disbursed prior to disbursement of such proceeds, except as may otherwise be provided in the Loan Agreement, if any; and at all times the undisbursed balance of such proceeds remaining in the hands of Mortgagee, together with funds deposited or irrevocably committed to the satisfaction of Mortgagee by or on behalf of Mortgagor to pay the cost of such repair, restoration, replacement or rebuilding, shall be at least sufficient in the reasonable judgment of Mortgagee to pay the entire unpaid cost of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien. Any surplus which may remain out of insurance proceeds held by Mortgagee after payment of such costs of restoration, repair, replacement or rebuilding shall be paid to Mortgagor.

11. Condemnation and Eminent Domain. Subject to the rights of the existing first Mortgagees with respect to the existing first Mortgages against the Land, any and all awards (the "Awards") heretofore or hereafter made or to be made to the present, or any subsequent, owner of the Premises, by any governmental or other lawful authority for the taking, by condemnation or eminent domain, of all or any part of the Premises, (including any award from the United States government at any time after the allowance of a claim therefor, the ascertainment of the amount thereof, and the issuance of a warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, which Awards Mortgagee is hereby authorized to collect and receive from the condemnation authorities, and Mortgagee is hereby authorized to give appropriate receipts and acquittances therefor. Mortgagor shall give Mortgagee immediate notice of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting all or any part of the Premises and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further agrees to make, execute, and deliver to Mortgagee, at any time upon request, free and clear and discharged of any encumbrance of any kind whatsoever, any and all further assignments and other instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all Awards and other compensation heretofore and hereafter made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. If any portion of or interest in the Premises if taken by condemnation or eminent domain, either temporarily or permanently, and the remaining portion of the Premises is not, in the judgment of Mortgagee, a complete economic unit having equivalent value to the Premises as it existed prior to the taking, then, at the option of Mortgagee, the entire Indebtedness Hereby Secured shall immediately become due and payable. Mortgagee shall be entitled to apply the proceeds towards repayment of such portion of the Indebtedness Hereby Secured as it deems appropriate without affecting the lien of this Mortgage. In the event of any partial taking of the Premises or any interest in the Premises, which, in the judgment of Mortgagee leaves the Premises as a complete economic unit having equivalent value to the Premises as it existed prior to the taking, and provided no default has occurred and is then continuing, the Award shall be applied to reimburse Mortgagor for the cost of plans, specifications and procedures which must be submitted to and approved by Mortgagee, and such Award shall be disbursed in the same manner as is herein above provided for the application of insurance proceeds provided that any surplus after payment of such costs shall be applied on account of the Indebtedness Hereby Secured. If the Award is not applied for reimbursement of such restoration costs, the Award shall be applied against the Indebtedness Hereby Secured, in such order or manner as Mortgagee shall elect.

12. Intentionally omitted.

13. Intentionally omitted.

14. Mortgagee's Performance of Mortgagor's Obligations. In case of Default, Mortgagee, either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof

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and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein required of Mortgagor (whether or not Mortgagor is personally liable therefor) in any form and manner deemed expedient to Mortgagee. Mortgagee may, but shall not be required to, complete any unfinished construction, furnishing and equipping of the Improvements and rent, operate and manage the Premises and such Improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises shall be operational and usable for their intended purposes. All monies paid, and all expenses paid or incurred in connection therewith (including attorney's fees), and other monies advanced by Mortgagee to protect the Premises and the lien hereof, or to complete construction, furnishing and equipping or to rent, operate and manage the Premises or to pay any such operating costs and expenses thereof or to keep the Premises operational and usable for their intended purpose shall be so much additional indebtedness Hereby Secured, whether or not the Indebtedness Hereby Secured, as a result thereof, shall exceed the face amount of the Note, and shall become immediately due and payable on demand. Inaction of Mortgagee shall never be considered as a waiver of right accruing to it on account of any Default; nor shall the provisions of this Paragraph or any exercise by Mortgagee of its rights hereunder prevent any default from constituting a Default. Mortgagee, in making any payment hereby authorized (a) relating to taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessments, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any lien, may do so without inquiring as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction, furnishing or equipping of the Premises or the rental, operation or management of the Premises or the payment of operating costs and expenses thereof, may do so in such amounts and to such persons as Mortgagee may deem appropriate. Nothing contained herein shall be construed to require Mortgagee to advance or expend monies for any purpose mentioned herein, or for any other purpose.

15. Restrictions on Transfer. Other than the rights and interests created under the Real Estate Sale Agreements and Leases, Mortgagor shall not, without the prior written consent of Mortgagee (which consent may be withheld by Mortgagee for any reason and in its sole and absolute discretion), create, effect, contract for, consent to, suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of the Premises (any one or more of said prohibited actions being sometimes hereinafter referred to as a "Prohibited Transfer"), excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral; in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 15 shall not apply (i) to liens securing the Indebtedness Hereby Secured, (ii) to the lien of current taxes and assessments not in default, or (iii) to leases and subleases of the Premises or portions thereof having a duration (including all renewal options) of less than six (6) years.

16. Defaults. If one or more of the following events (herein called "Defaults") shall occur:

(a) If any Default be made in the due and punctual payment of monies required under the Note, under this Mortgage or under the Security Agreement made and executed by Mortgagor in favor of Mortgagee bearing even date herewith, as and when the same is due

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and payable and any applicable period of grace expressly allowed for the cure of such Default in such document shall have expired;

(b) If any Default shall exist under any other document or instrument regulating, evidencing, securing or guaranteeing any of the Indebtedness Hereby Secured including, but not limited to, any Loan Agreement, if any or Loan Document, in each case after the expiration of any period of grace expressly allowed for the cure of such Default in such other document or instrument;

(c) The occurrence of a Prohibited Transfer;

(d) If any Default shall be made in the due and punctual performance or observance of any other agreement or condition contained in this Note, in the Mortgage and/or in the aforesaid Security Agreement and said Default is not cured within any grace or cure period expressly allowed for the cure of such Default;

(e) If:

(i) Mortgagor shall file a voluntary petition in bankruptcy or for arrangement, reorganization or other relief under any chapter of the Federal Bankruptcy Act or any similar law, state or federal, now or hereafter in effect;

(ii) Mortgagor shall file an answer or other pleading in any proceeding admitting insolvency, bankruptcy, or inability to pay its debts as they mature;

(iii) Within sixty (60) days after the filing against Mortgagor of any involuntary proceeding under the Federal Bankruptcy Act or similar law, state or federal, now or hereafter in effect, such proceedings shall not have been vacated;

(iv) All or a substantial part of Mortgagor's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within (60) days;

(v) Mortgagor shall be adjudicated a bankrupt;

(vi) Mortgagor shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises; or

(vii) Any order appointing a receiver, trustee or liquidator of Mortgagor is not vacated within sixty (60) days following the entry thereof;

then Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any other right of Mortgagee hereunder, to declare, without further notice, all Indebtedness Hereby Secured to be immediately due and payable with interest thereon at the Default Rate specified in the Note, whether or not such Default be thereafter remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose this Mortgage and/or to exercise any right, power or remedy provided by this Mortgage, the Note, any Loan Agreement, if

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any or by law or in equity or any other document or instrument regulating, evidencing, security or guaranteeing any of the Indebtedness Hereby Secured.

17. Foreclosure. When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof in accordance with the laws of the State in which the Premises are located and to exercise any other remedies of Mortgagee provided in the Note, this Mortgage, any Loan Agreement, if any, of which Mortgagee may have at law, in equity or otherwise. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness Hereby Secured in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee (including, without limitation, reasonable attorney's fees) for appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this Paragraph shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by Mortgagor.

18. Intentionally omitted.

19. Receiver. Upon the filing of a complaint to foreclose this Mortgage or at any time thereafter, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits, and such receiver shall have all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from the Premises in payment in whole or in part of: (a) the Indebtedness Hereby Secured or the indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

20. Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 17 hereof; second, all other items which, under the terms hereof, constitute Indebtedness Hereby Secured additional to that evidenced by the Note, with interest on such items as herein provided; third, to interest remaining unpaid upon the Note; fourth, to the principal remaining unpaid upon the Note; and lastly, any overplus to Mortgagor, and its successors or assigns, as their rights may appear. In the event of any foreclosure sale of said Premises, the same may be sold in one or more parcels. In addition, Mortgagee may be the purchaser at any foreclosure sale of the Premises or any part thereof.



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21. Insurance During Foreclosure. In case of any insured loss after foreclosure proceedings have been instituted, the proceeds of any Insurance Policy, if not applied in rebuilding or restoring the Improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that the Mortgagee's clause attached to each of the casualty Insurance Policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty Insurance Policies making the loss thereunder payable to said decree creditors; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statutes in such case made and provided, then in every such case, each and every successive redeemer may cause the preceding loss clause attached to each casualty Insurance Policy to be cancelled and a new loss payable clause to be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all Insurance Policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the Insurance Policies without credit or allowance to Mortgagor for prepaid Premiums thereon.

22. Waiver of Right of Redemption. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Mortgage.

23. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter provided by law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee. The exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Default or acquiescence therein.

24. Successors and Assigns.

A. Holder of the Note. This Mortgage and each and every covenant, agreement, and other provision hereof shall be binding upon Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of Mortgagee and its successors and assigns. Wherever herein Mortgagee is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not; and each such holder from time to time of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce each and all of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such holder of the Note from time to time were herein by name specifically granted such rights, privileges, powers, options and benefits, and were herein by name designated Mortgagee.

B. Covenants Run With Land; Successor Owners. All of the covenants of this Mortgage shall run with the Land and be binding on any successor owners of the Land. In the event that the



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ownership of the Premises or any portion thereof becomes vested in a person or persons other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Mortgage and the Indebtedness Hereby Secured in the same manner as with Mortgagor without in any way releasing or discharging Mortgagor from its obligations hereunder. Mortgagor will give immediate written notice to Mortgagee of any conveyance, transfer, or change of ownership of the Premises, but nothing in this Paragraph shall vary or negate the provisions of Paragraph 15 hereof.

25. Effect of Extensions and Amendments. If the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part of the security or guarantees therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any part thereof or any interest therein, shall take the said lien subject to the rights of Mortgagee to amend, modify, extend or release the Note, this Mortgage or any other document or instrument evidencing, securing or guaranteeing the Indebtedness Hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

26. Future Advances. Intentionally omitted.

27. Execution of Estoppel Letter. From time to time, Mortgagor will furnish within ten (10) days after Mortgagee's request a written and duly acknowledged statement of the amount due under the Note and under this Mortgage and whether any alleged offsets or defenses exist against the Indebtedness Hereby Secured.

28. Subrogation. If any part of the Indebtedness Hereby Secured is used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Premises or any part thereof, then Mortgagee shall be subrogated to the rights of the holder thereof in and to such other lien or encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

29. Automatic Subordination. Intentionally omitted.

30. Governing Law. The place of negotiation, execution, and delivery of this Mortgage and the location of the Property being the State of Illinois, this Mortgage shall be construed and enforced according to the laws of that State, without reference to the conflicts of law principles of that State.

31. Business Loan. Mortgagor certifies and agrees that the proceeds of the Note will be used for the purposes specified in Illinois Revised Statutes, Chapter 17, Section 6404, and that the principal obligation secured hereby constitutes a "business loan" coming within the definition and purview of said Section.

32. Inspection of Premises. Mortgagee and its representatives and agents shall have the right to inspect the Premises at all reasonable times.

33. Intentionally Omitted.

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34. Time of the Essence. Time is of the essence of this Mortgage, and any other document or instrument evidencing or securing the Indebtedness Hereby Secured.

35. Captions and Pronouns. The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

36. Notices. Any notice, demand or other communication which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given if and when personally delivered, or on the second business day after being deposited in the United States mail, registered or certified, postage prepaid, addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to Mortgagee: LA SOLEDAD LLC, an Illinois limited liability company  
c/o  
Andrew E. Kolb, Esq.  
Vandek, Larson & Kolb, LLC  
200 W. Main Street  
St. Charles, Illinois 60174

If to Mortgagor: Leonel Hurtado  
7263 S. Harlem Avenue  
Bridgeview, IL 60455  
Email: leonel@hurtadoscartage.com

With copy to: Tristan & Cervantes  
Attn.: Sony Cortes, Esq.  
150 N. Wacker Drive, Suite 1550  
Chicago, IL 60606  
Email: scortes@tristancervantes.com

Except as otherwise specifically required herein, notice of the exercise of any right, power, or option granted to Mortgagee by this Mortgage is not required to be given.

[Signature page follows]

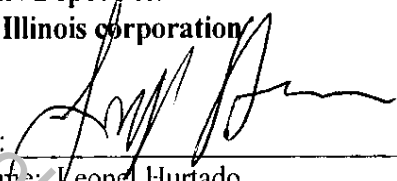
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IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed on the date first set forth above.

**Hurtado's Cartage Inc.**  
**an Illinois corporation**

By:   
Name: Leonel Hurtado  
Title: President

**NLN Depot Inc.**  
**an Illinois corporation**

By:   
Name: Leonel Hurtado  
Title: President

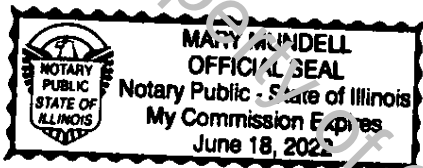
Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Leonel Hurtado, personally known to me to be the same person, whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he, in his capacity as President of Hurtado's Cartage Inc. signed and delivered the said instrument as his own free and voluntary act for the uses and purposes herein set forth.

Given under my hand and notarial seal this 2 day of MARCH, 2022.

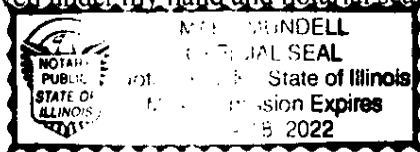


Mary Mt  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

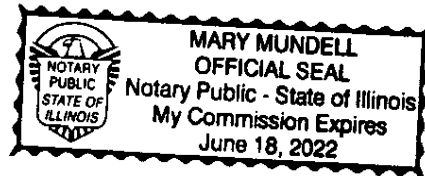
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Leonel Hurtado, personally known to me to be the same person, whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he, in his capacity as President of NLN Depot Inc. signed and delivered the said instrument as his own free and voluntary act for the uses and purposes herein set forth.

Given under my hand and notarial seal this 2 day of MARCH, 2022.



Mary Mt  
Notary Public

THIS INSTRUMENT PREPARED BY AND WHEN RECORDED RETURN DOCUMENT TO:  
Andrew E. Kolb, Esq.  
Vanek, Larson & Kolb, LLC  
200 W. Main Street  
St. Charles, Illinois 60174



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## EXHIBIT 1

PARCEL 1: LOTS 1, 2, 3, 4, AND 5 AND THE NORTH ½ OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING LOTS 1, 2 AND 3 AFORESAID, IN NUTT AND WALLECK'S SUBDIVISION OF THE WEST ½ OF LOTS 1 AND 4 IN THE SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 46, 47 AND 48 AND THE SOUTH ½ OF THE VACATED ALLEY LYING NORTH AND ADJOINING SAID LOTS AND ALL OF VACATED 51<sup>ST</sup> PLACE LYING SOUTH AND ADJOINING SAID LOTS 46, 47 AND 48, IN NUTT AND WALLECK'S SUBDIVISION OF THE WEST ½ OF LOTS 1 AND 4, IN THE SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ( EXCEPT THE WEST 50 FEET THEREOF ), IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE EAST 475 FEET OF THE WEST 525' OF LOTS 5 AND 8, IN INGLEHART'S SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 20-07-305-001-0000

20-07-302-001-0000

20-07-302-045-0000

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