

Illinois Anti-Predatory
Lending Database
Program

Doc#: 2213917052 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 05/19/2022 11:33 AM Pg: 1 of 10

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 14-31-123-022-0000

Address:

Street: 2154 North Damen Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60647

Lender: LVM Irrevocable Trust

Borrower: Pitch Studio, LLC

Loan / Mortgage Amount: \$340,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity or person.

Certificate number: EC16B6C6-F535-43EE-92A4-29C39A08274F

Execution date: 5/9/2022

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MORTGAGE

**PREPARED BY and
WHEN RECORDED, PLEASE MAIL TO:**

Lavelle Law, Ltd.
Attn: Theodore M. McGinn
1933 North Meacham Avenue, Suite 600
Schaumburg, IL 60173

THIS MORTGAGE (the "Mortgage") is dated May 9, 2022, between Pitch Studio, LLC, an Illinois limited liability company, with its principal place of business at 2154 North Damen Avenue, Chicago, Illinois 60647 ("Grantor") and LVM Irrevocable Trust, 1915 Falling Waters Drive, Burr Ridge, Illinois 60527 ("Lender").

GRANT OF MORTGAGE. FOR AND IN VALUABLE CONSIDERATION of: (i) the mutual covenants and agreements set forth in the Promissory Note, Trustee's Guaranty Agreement, this Mortgage, and other related loan Document(s) (ii) Lender's issuance of the Loan, and (iii) other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by Lender and Grantor, and in order to secure the obligations, Grantor, intending to be legally bound, does, by these presents, mortgage, warrant and convey unto Lender, its successors and assigns, all of Grantor's estate, right, title and interest in, to and under the real estate described in the attached legal description hereto and made a part hereof, situate, lying, and being in the CITY OF CHICAGO, COUNTY OF COOK, AND THE STATE OF ILLINOIS (the "Real Property"):

See attached Legal Description.

The Real Property is commonly known as: 2154 North Damen Avenue, Chicago, Illinois 60647

Permanent Index Numbers: 14-31-123-022-0000

TOGETHER with all right, title and interest which Grantor may now have or hereafter acquire in, to, under or as holder of, all property of any kind or nature whatsoever, including without limitation, the items of property which are described in clauses (a) through (i) below:

(a) the improvements, remodeling, repair, renovation, restoration, alteration, and any and all other buildings and/or additions and other improvements of every kind and description now or hereafter erected or placed on the Real Property and all materials intended for construction, reconstruction, alteration and repair on or related to the Real Property and the improvements, and all such structures, additions, and improvements, now or hereafter erected thereon, all of which materials shall be deemed to be included within or on the Real Property immediately upon delivery thereof;

(b) all tenements, easements, fixtures and appurtenances thereto pertaining or belonging whether now held or hereafter acquired, including, without limitation, all easements, licenses, privileges and appurtenances created pursuant to any declaration of covenants, conditions, restrictions or easements now existing or hereafter created;

(c) all leases, lettings, agreements for use and occupancy, concessions and licenses of or with respect to any or all of the improvements or other improvements on the Real Property, and all gross receipts, rents, issues and profits thereof accruing and to accrue from the Real Property and the avails thereof (collectively, the "Rents") for so long and during all such times as Grantor may be entitled thereto (which are pledged primarily and on a parity with said Real Property and not secondarily);

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(d) all land lying in the bed of any street, road, avenue, alley, sidewalk or walkway opened or proposed, vacated or adjoining the Real Property;

(e) all other property, fixtures, apparatus, machinery, equipment, goods, systems and articles of any kind or nature whatsoever now or hereafter in or on the Real Property and used or useful in connection with any improvements or any other portion of the Real Property, including, without limitation, those used to produce and/or supply electricity, steam, heat, gas, air cooling, air conditioning, ventilation, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled); and all maintenance and cleaning materials, equipment and supplies; and all conduits, ducts, generators, compressors, pumps, tanks, motors; and all inventory, raw materials, scrap materials, component parts, work-in-process and finished and unfinished goods; and all bathroom fixtures, kitchen and restaurant equipment, shades, awnings, venetian blinds, screens, doors, windows, appliances, curtain fixtures, partitions, floor coverings and all building materials; and all security, life-safety, telephone, computer, communication, and audio-visual systems, equipment and supplies; and all other fixtures, apparatus, equipment, machinery, furniture, furnishings, supplies, goods and articles and all other items of tangible personal property of whatever kind now or hereafter owned by Grantor;

(f) all right, title and interest of Grantor in and to any and all contracts and contract rights, together with all the reversions and remainders and all insurance proceeds, deposits, refunds, rebates, rents, tolls, issues and profits related thereto and any other expectancy under or from any such contract or contract right, including, without limitation, all the estate, right, title, interest and claims whatsoever, at law or in equity, which Grantor may now or hereafter acquire with respect to the improvements or any other portion of the Real Property;

(g) All "accounts" (as defined in the Uniform Commercial Code (UCC) as in effect in Illinois from time to time - the "U.C.C.") and other receivables and rights to payment, including, without limitation, all right, title and interest of Grantor to receivables from and payment for goods or for services rendered, whether or not earned by performance, and whether or not evidenced by an instrument or chattel paper;

(h) all right, title, and interest of Grantor in and to all contracts and agreements for the design, construction, operation or inspection of the improvements, all advertising materials, guarantees, warranties, plans and specifications, building permits, other permits, licenses, certificates, variances, concessions, grants, franchises, consents, approvals, licenses, soil tests, environmental reports, market and feasibility studies, appraisals, insurance policies, title insurance policies, all contracts and agreements, including, without limitation, all supply and service contracts for water, sanitary and storm sewer, drainages, electricity, steam, gas, telephone and other utilities relating to the Real Property and any other documents, materials or personal property of any kind now or hereafter existing in connection with the use of the Real Property and in and to all contracts relating to the construction, operation and maintenance of the Real Property; and

(i) all right, title and interest of Grantor in and to any general intangibles not otherwise specified herein, trade names, goodwill, authorizations, variances, land use entitlements, appurtenances, permits, licenses, approvals, clearances and consents; it being understood that the enumeration of any specific articles of property in clauses (a) through (i) above shall in no way result in or be held to exclude any items of property not specifically mentioned or any such items hereafter acquired.

TOGETHER with all estates, interests, rights, titles, claims or demands which Grantor now has or may hereinafter acquire in the Real Property, including, but not limited to, any and all awards or payments, including interest thereon, and the right to receive the same, which may be made to or for the account of Grantor with respect to the Real Property as a result of: (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; (c) any loss of or damage to any building or other improvement on the Real Property; (d) any other injury to or decrease in the value of the Real Property; and/or (e) any refund due on account of the payment of real estate taxes, assessment or other charges levied against or imposed upon the Real Property -- Grantor hereby agreeing to execute and deliver, from time to time, such further instruments as may be reasonably requested by Lender to confirm such assignment to Lender of any such award or payment.

All of the land, estate, and property hereinabove described, real, personal and mixed, whether affixed or annexed or not, and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed

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and declared to form a part and parcel of the Real Property mortgaged hereby and to be appropriated to the use of the Real Property, and shall, for the purposes of this Mortgage, be deemed to be real estate and conveyed and mortgaged hereby. As to any of the property aforesaid which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of said Real Property, this Mortgage is hereby deemed to be, as well, a security agreement under the UCC for the purpose of creating hereby a security interest in such property, which Grantor hereby grants to Lender as "secured party" (as said term is defined in the UCC), securing said indebtedness and obligations described in this Mortgage, and Lender shall have, in addition to its rights and remedies hereunder, all rights and remedies of a "secured party" under the UCC. As to any of the above personal property which the UCC classifies as fixtures, this instrument shall constitute a fixture filing and financing statement under the UCC.

The Real Property shall include any and all property now or hereafter owned or created, replacements and substitutions therefor, accessions thereto, proceeds (whether cash, noncash, moveable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and all proceeds and products from any and all of the foregoing (a) through (i).

Grantor hereby covenants, represents, and warrants: (i) that it is lawfully seized of the indefeasible fee title to the Real Property; (ii) that it is the record title owner of the Real Property and that the same are unencumbered; (iii) that it has good right, full power and lawful authority to convey and mortgage the Real Property; and (iv) it shall forever defend the Real Property and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD the Real Property unto the said Lender, its successors and assigns, forever, for the purposes and uses herein set forth.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Company. The word "Company" shall mean PITCH Studio, LLC, an Illinois corporation with its principal place of business at 2154 North Damen Avenue, Chicago, Illinois 60647.

Grantor. The word "Grantor" means PITCH Studio, LLC. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" shall mean Bakary Soumare.

Lender. The word "Lender" means LVM Irrevocable Trust. The Lender is the mortgagee under this Mortgage.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note, all future advances to Company or other parties hereunder, any obligations and liabilities howsoever created, arising or evidenced, whether direct or indirect, primary or secondary, absolute or contingent, joint or several, now or hereafter existing, due or to become due to Lender by Company, Guarantor, Corporate Guarantor, and/or Grantor, and any amounts expended or advanced by Lender to discharge obligations of Company, Guarantor, and/or Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of this Mortgage, exceed the Note amount of \$340,000.00.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the personal property and rents related to or associated with the Real Property.

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Note. The word "Note" means the promissory note or credit arrangement dated May __, 2022, in the original principal amount of \$340,000.00 from Company and payable to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, future advances of, and substitutions for the promissory note. Grantor has, contemporaneously with this Mortgage, executed a Guaranty of the Note.

Property. The word "Property" means collectively the Real Property and the personal property and rents related to or associated with the Real Property.

Real Property. The word "Real Property" means the property, interests and rights described above in the "Grant of Mortgage" section.

THIS MORTGAGE IS GIVEN TO SECURE (1) PAYMENT OF THE COMPANY'S, GUARANTOR'S, AND/OR GRANTOR'S INDEBTEDNESS, AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE TERMS SET FORTH HEREIN.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default Grantor may remain in possession and control of the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. Grantor represents and warrants to Lender that Grantor shall not, directly or indirectly, shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance (as such terms are defined in applicable Federal laws such as the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.) on, under, about or from the Property.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste to the Property or any portion of the Property.

Lender's Right to Enter. Lender and its agents may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may also contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interest in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees to neither abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this Section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

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DUE ON SALE - CONSENT OF LENDER. Lender may, at his option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of the Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment or claim in connection with the good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or, if a lien is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed within fifteen (15) days after the Grantor has notice of the filing, secure the discharge of the lien.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, material men's lien, or other lien could be asserted on account of such work, services or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor shall procure and maintain policies of insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee-clause in favor of the Lender. Policies shall be written by such insurance companies licensed to issue such policies within the State of Illinois and as approved by the Lender.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may at his election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property or the restoration and repair of the Property.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interest in the Property, Lender on Grantor's behalf

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may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in doing so will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that he would otherwise have had.

FULL PERFORMANCE. If Company and/or Grantor pay all of the indebtedness when due, and if Grantor otherwise performs all of the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage.

DEFAULT. Each of the following, at the option of the Lender, shall constitute an event of default ("Event of Default") under this Mortgage.

Default on Indebtedness. Failure or refusal of Grantor, Guarantor, and/or Company to make any payment when due on the indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note is false or misleading in any material respect, either now or at the time made or furnished.

Death or Insolvency. The death of the Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Breach of Other Agreement. Any breach by Company, any Guarantor, and/or Grantor under the terms of any other agreement between Grantor and Lender or Company and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender or Company to Lender, whether existing now or later.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at his option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law.

Accelerate Indebtedness and Foreclosure. Lender shall have the right, at its sole option, without notice to Grantor or any other party hereto, to accelerate and declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay, whether by lapse of time, acceleration or otherwise, and Grantor shall have the right to foreclose its lien hereof by judicial action.

Other Rights. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

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Attorneys' Fees. If Lender institutes any suit or action to enforce any terms of this Mortgage Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note.

NOTICE TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address as shown above. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. The Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Severability. If a court of competent jurisdiction finds any provisions of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

Waivers and Consents. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of the granting of such consent by Lender in any instance shall not constitute consent to subsequent instances where such consent is required.

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Grantor:

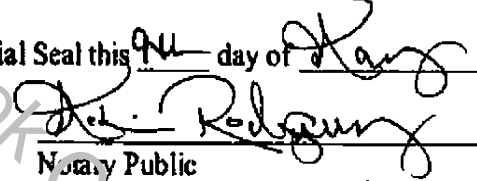
PITCH Studio, LLC


By: Bakery Soumare
Its: Manager

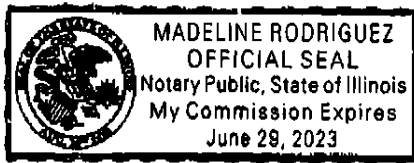
STATE OF ILLINOIS)
)
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Bakery Soumare who is 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 they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of May, 2022.



Notary Public
My Commission Expires June 29, 2023



PROPOSED COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

Legal Description of Subject Property

DESCRIPTION

ADDRESS: 2154 NORTH DAMEN AVENUE, CHICAGO, ILLINOIS 60647
PARCEL ID NUMBER: 14-31-123-022-0000

Property of Cook County Clerk's Office

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Initials