

Illinois Anti-Predatory  
Lending Database  
Program

Doc#: 2221621298 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 08/04/2022 02:43 PM Pg: 1 of 15

Certificate of Exemption



Report Mortgage Fraud

844-768-1713

22015689 NL 2022

The property identified as: PIN: 09-36-333-037-0000

Address:

Street: 7640 W. Devon Ave

Street line 2:

City: Chicago

State: IL

ZIP Code: 60631

Lender: NSQUARED LENDER LLC

Borrower: DEVON 7640 LLC an Illinois limited liability company

Loan / Mortgage Amount: \$200,000.00

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.

Certificate number: AEC6BCDF-A1D0-4DCB-86EF-1EBE6EE4209B

Execution date: 7/29/2022

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*THIS INSTRUMENT PREPARED  
BY AND RETURN TO:*

Mantas Law, LLC  
Attn: John Mantas Esq.  
1300 West Higgins Rd.  
Suite 310  
Park Ridge, Illinois 60068

## MORTGAGE AND SECURITY AGREEMENT

THIS **MORTGAGE AND SECURITY AGREEMENT** (“Mortgage”) is made as of the 1<sup>st</sup> day of August 2022, by **DEVON 7640 LLC an Illinois limited liability company** (“Mortgagor”), to and for the benefit of **NSQUARED LENDER LLC**, an Illinois limited liability company, its successors and assigns (“Mortgagee”).

**WHEREAS**, Mortgagor owns certain real property located at 7640 W. Devon Ave., Chicago, IL 60631, as further described on Exhibit A attached hereto and made a part hereof (the “Real Estate”);

**WHEREAS**, **DEVON 7640, LLC an Illinois limited liability company** (“Borrower”), have executed and delivered to Mortgagee that certain Secured Promissory Note dated as of even date herewith (as the same may be amended from time to time, the “Note”), pursuant to which Mortgagee has loaned to Borrower the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) (the “Loan”), for a term expiring on the eighteenth month anniversary of the date hereof (the “Term”), unless otherwise extended pursuant to the terms of the Note. All capitalized terms not defined herein have the meaning ascribed to such terms in the Note; and

**WHEREAS**, as a condition to Mortgagee’s willingness to make the Loan to Borrower, Mortgagee has required that Mortgagor executed and deliver to Lender that certain Guaranty dated as of even date herewith, pursuant to which Mortgagor has personally guaranteed the obligations of Borrower pursuant to the Note.

**NOW, THEREFORE, TO SECURE** to Mortgagee the amounts due under the Note and Borrower’s performance thereunder, amounts due under the Guaranty, the payment of all charges provided herein and all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements contained herein and in the Note, the Guaranty or any other documents executed and delivered by Borrower or Mortgagor in favor of Mortgagee (collectively with the Note, the Guaranty and this Mortgage, the “Documents”), and all other indebtedness or obligations of Borrower or Mortgagor to Mortgagee whether now or hereafter existing (collectively, the “Secured Obligations” or “Obligations”) and also in

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consideration of \$10.00, the receipt and sufficiency whereof are acknowledged, Mortgagor does hereby convey, grant, mortgage and warrant to Mortgagee the Real Estate, subject only to covenants, conditions, easements and restrictions set forth on Exhibit "B", if any ("Permitted Encumbrances");

**TOGETHER WITH** all buildings, structures, improvements, tenements, fixtures, easements, mineral, oil and gas rights, water rights, appurtenances thereunto belonging, title or reversion in any parcels, strips, streets and alleys adjoining the Real Estate, any land or vaults lying within any street, thoroughfare, or alley adjoining the Real Estate, and any privileges, licenses, and franchises pertaining thereunto, all of the foregoing now or hereafter acquired, all leasehold estates and all rents, issues, and profits thereof, for so long and during all such times as Mortgagor, its successors and assigns may be entitled thereto, all the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to: (i) proceeds of insurance in effect with respect to the Real Estate or any improvements thereon and (ii) any and all awards, claims for damages, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate or any improvements thereon, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (collectively "Awards") (which are pledged primarily and on a parity with the Real Estate and not secondarily), and all apparatus, equipment or articles now or hereafter located thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, and any other apparatus, equipment or articles used or useful in the operation of the property including all additions, substitutions and replacements thereof. All of the foregoing are declared to be a part of the Real Estate whether physically attached or not, and it is agreed that all improvements, apparatus, equipment, articles and fixtures hereafter placed on the Real Estate by or at the direction of Mortgagor or its successors or assigns shall be considered as constituting part of the Real Estate, and, together with the Real Estate are hereinafter collectively referred to as the "Property". To have and to hold the Property unto the Mortgagee, its successors and assigns forever, for the purposes and uses set forth herein, free from all rights and benefits under any Homestead Exemption laws of the state in which the Property is located, which rights and benefits Mortgagor does hereby expressly release and waive.

Mortgagor and Mortgagee covenant and agree as follows:

1. Payment of Principal and Interest. Mortgagor shall promptly pay or perform or cause to be paid or performed when due all of the Secured Obligations.
2. Liens. Mortgagor shall keep the Property free from mechanics' and all other liens and encumbrances, except Permitted Encumbrances and statutory liens for real estate taxes and assessments not yet due and payable. However, notwithstanding the immediately previous sentence, Mortgagor shall have the right to contest in good faith and with reasonable diligence the validity of any lien or claimed lien so long as Mortgagor continues to diligently pursue such contest. Upon the adverse conclusion of any contest, Mortgagor will immediately satisfy any judgment rendered or decree entered and will at its expense cause such lien to be released.
3. Taxes and Assessments; Rents. Mortgagor shall pay or cause to be paid when due all Impositions and water, sewer and other charges, fines and Impositions attributable to the Property and

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leasehold payments, if any. Upon written request from Mortgagee, Mortgagor shall provide evidence satisfactory to Mortgagee of compliance with these requirements promptly after the respective due dates for payment. Mortgagor shall pay, in full, but under protest in the manner provided by statute, any tax or assessment Mortgagor desires to contest.

4. Insurance. For purposes of this Paragraph 4, "Premises" means all land, improvements and fixtures on the Property and "Real Estate" means only the underlying land at the Property.

A. Mortgagor, at its sole cost and expense, shall insure and keep insured the Premises against such perils and hazards, and in such amounts and with such limits, as Mortgagor may from time to time require.

B. Policy Requirements. All insurance shall: (i) be carried in companies with a Best's rating of A/X or better, or otherwise acceptable to Mortgagor; (ii) in form and content acceptable to Mortgagee; (iii) provide ten days' advance written notice to Mortgagor before any cancellation, adverse material modification or notice of non-renewal; (iv) to the extent limits are not otherwise specified herein, contain deductibles which are in amounts acceptable to Mortgagor; and (v) provide that no claims shall be paid thereunder without ten days' advance written notice to Mortgagee. All deductibles shall be in amounts acceptable to Mortgagee. In the event of the foreclosure of this Mortgage or any other transfer of title to the Premises in full or partial satisfaction of the Secured Obligations, all right, title and interest of Mortgagor in and to all insurance policies and renewals thereof then in force shall pass to the purchaser or grantee.

C. Delivery of Policies. Any notice pertaining to insurance and required pursuant to this Paragraph 4 shall be given in the manner provided in Paragraph 12 below at Mortgagee's address stated below. If Mortgagee has not received satisfactory evidence of such renewal or substitute insurance in the time frame herein specified, Mortgagee shall have the right, but not the obligation, to purchase such insurance for Mortgagee's interest only. Any amounts so disbursed by Mortgagee pursuant to this Section shall be a part of the Secured Obligations and shall bear interest at the default interest rate provided in the Note. Nothing contained in this Paragraph 4 shall require Mortgagee to incur any expense or take any action hereunder, and inaction by Mortgagee shall never be considered a waiver of any right accruing to Mortgagor on account of this Paragraph 4.

D. Notice of Casualty. Mortgagor shall give immediate notice of any loss to Mortgagee. In case of loss covered by any of such policies, Mortgagee is authorized to adjust, collect and compromise in its discretion, all claims thereunder and in such case, Mortgagor covenants to sign upon demand, or Mortgagee may sign or endorse on Mortgagor's behalf, all necessary proofs of loss, receipts, releases and other papers required by the insurance companies to be signed by Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact for the sole and exclusive purpose set forth in the preceding sentence, but for no other purpose. Mortgagee may deduct from such insurance proceeds any expenses incurred by Mortgagee in the collection and settlement thereof, including, but not limited to, attorneys' and adjusters' fees and charges.

E. Application of Proceeds. If all or any part of the Premises shall be damaged or destroyed by fire or other casualty or shall be damaged or taken through the exercise of the power of eminent domain or other cause described in Paragraph 7, Mortgagor shall promptly and with all due

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diligence restore and repair the Premises whether or not the net insurance proceeds, award or other compensation (collectively, the "Proceeds") are sufficient to pay the cost of such restoration or repair. Mortgagee may require that all plans and specifications for such restoration or repair be submitted to and approved by Mortgagee in writing prior to commencement of the work. The entire amount of the Proceeds shall be made available to Mortgagor on the terms and conditions set forth in this Paragraph 4 to finance the cost of restoration or repair with any excess to be applied to the Secured Obligations.

5. Use, Preservation and Maintenance of Property. Mortgagor shall keep the Property in good condition and repair and shall not commit waste or permit impairment or deterioration of the Property. Mortgagor shall not allow store, treat or dispose of hazardous material as defined in Paragraph 22, nor permit the same to exist or be stored, treated or disposed of, from or upon the Property. Mortgagor shall promptly restore or rebuild any buildings or improvements now or hereafter on the Property which may become damaged or destroyed. Mortgagor shall comply with all requirements of law or municipal ordinances with respect to the use, operation, and maintenance of the Property, including all environmental, health and safety laws and regulations, and shall make no material alterations in the Property, except as required by law, without the prior written consent of Mortgagee. Other Mortgagor shall not grant or permit any easements, licenses, covenants or declarations of use against the Property without Mortgagee's prior written consent, which shall not be unreasonably conditioned, withheld or delayed.

6. Protection of Mortgagee's Security. If Mortgagor or Borrower fails to perform any of the covenants and agreements contained in this Mortgage, the Note or the other Documents, or if any action or proceeding is threatened or commenced which materially affects Mortgagee's interest in the Property, then Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as it deems expedient or necessary to protect Mortgagee's interest, including: (i) making repairs; (ii) paying, settling, or discharging tax liens, mechanics' or other liens, paying ground rents (if any); (iii) procuring insurance; and (iv) renting, operating and managing the Property and paying operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Property shall be operational and usable for its intended purposes. Mortgagee, in making such payments of Impositions and assessments, may do so in accordance with any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of same or into the validity thereof. Any amounts disbursed by Mortgagee pursuant to this Paragraph 6 shall be part of the Secured Obligations and shall bear interest at the default interest rate provided in the Note (the "Default Rate"). Nothing contained in this Paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder, and inaction by Mortgagee shall never be considered a waiver of any right accruing to Mortgagee on account of this Paragraph 6.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid directly to Mortgagee. Mortgagor hereby grants a security interest to Mortgagee in and to such proceeds. Mortgagee is authorized to collect such proceeds and, at Mortgagee's sole option and discretion, to apply said proceeds either to restoration or repair of the Property or in payment of the Secured Obligations. In the event the Property is restored, Mortgagee may pay the condemnation proceeds in accordance with its customary construction loan payment procedures, and may charge its customary fee for such services.



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8. Mortgagor Not Released; Forbearance by Mortgagee Not a Waiver; Remedies Cumulative. Extension or other modification granted by Mortgagee to any successor in interest of Mortgagor of the time for payment or performance of all or any part of the Secured Obligations shall not operate to release, in any manner, the liability of the Mortgagor. Any forbearance or inaction by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. Any acts performed by Mortgagee to protect the security of this Mortgage, as authorized by Paragraph 6 or otherwise, shall not be a waiver of any rights or remedies of Mortgagee hereunder. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively. No consent or waiver by Mortgagee to or of any breach or default by Mortgagor shall be deemed a consent or waiver to or of any other breach or default.

9. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective heirs, executors, legal representatives, successors and assigns of Mortgagee and Mortgagor.

10. Charges. If the Obligations secured by this Mortgage are subject to a law which sets maximum charges, and that law is finally interpreted so that the interest or other charges collected or to be collected in connection with the Obligations exceed the permitted limits, then any such charges shall be reduced by the amount necessary to reduce the charges to the permitted limit; and any sums already collected from Mortgagor which exceeded permitted limits ("Excess Charges") will, at Mortgagee's option, either be refunded to Mortgagor or applied as a credit against the Secured Obligations.

11. Legislation Affecting Mortgagee's Rights. If an enactment, modification or expiration of an applicable governmental law, ruling or regulation has the effect of rendering any provision of the Note, this Mortgage or any of the other Documents unenforceable according to its terms, Mortgagee, at its option upon giving written notice to Mortgagor, may invoke any remedies permitted by Paragraph 16.

12. Notice. Except for any notice required under applicable law to be given in another manner, any notices required or given under this Mortgage shall be given by hand delivery, by nationally recognized overnight courier service or by certified mail, return receipt requested. Notices shall be given at the addresses set forth as follows:

To Mortgagee:           NSquared Lender LLC  
                                   900 W Van Buren, Suite 105  
                                   Chicago, Illinois 60607  
                                   Attention: Nikolaos Roussos

With a copy to:           Mantas Law, LLC  
                                   1300 W. Higgins Road, Suite 310  
                                   Park Ridge Illinois 60068

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Attn: John Mantas

To Mortgagor: Devon 7640 LLC  
1 E. Erie St., Suite 525-2740  
Chicago, Illinois 60611  
Attention: John R. Markowicz

Notices shall be deemed to have been given and effective on the date of delivery if hand-delivered, the next business day after delivery to the nationally recognized overnight courier service if by such courier service, or two business days after the date of mailing shown on the certified receipt, if mailed. Any party hereto may change the address to which notices are given by notice as provided herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage, the Note or any of the other Documents conflicts with applicable law, or is adjudicated to be invalid or unenforceable, shall not affect other provisions of this Mortgage, the Note or any of the other Documents which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage, the Note or any of the other Documents are declared to be severable and the validity or enforceability of the remainder of the Document in question shall be construed without reference to the conflicting, invalid or unenforceable clause or provision.

14. Prohibitions on Transfer of the Property or of an Interest in Mortgage. It shall be an immediate default if, without the prior written consent of Mortgagee, which consent may be granted or withheld at Mortgagee's reasonable discretion and which shall not be unreasonable conditioned, withheld or delayed, Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale (including an installment sale), assignment, transfer, lien, pledge, hypothecate, mortgage, security interest, or other encumbrance or alienation, whether by operation of law, voluntarily or otherwise, (collectively "Transfer") of the Property or any part thereof or interest therein (each of the foregoing is referred to as a "Prohibited Transfer"). In the event of such default, Mortgagee may declare any outstanding unpaid Obligations, including interest, immediately due and payable. The foregoing provisions of this Paragraph 14 shall not, however, apply to the lien of current Impositions and assessments not yet due and payable.

15. Event of Default. Each of the following shall constitute an event of default ("Event of Default") under this Mortgage:

A. Mortgagor's or Borrower's failure to pay or perform any obligations under the Note, this Mortgage or any other Document after Mortgagor receives written notice of such default and fails to cure within five days of receipt (or deemed receipt) of such written notice;

B. Mortgagor's or Borrower's failure to perform or observe any other covenant, agreement, representation, warranty or other provision contained in the Note, this Mortgage (other than an Event of Default described elsewhere in this Paragraph 15), the other Documents or any other document or instrument evidencing, guarantying or securing the Secured Obligations, and such failure continues for more than 30 days after written notice thereof given by Mortgagee to Mortgagor has

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been received by Mortgagor; provided, however, that if such Event of Default is not capable of being cured within said 30 days, the Mortgagor commences to cure such Event of Default within said 30 days and thereafter Mortgagor diligently prosecutes the cure of such Event of Default, Mortgagor shall have such additional time as is reasonably necessary, not to exceed 60 days after receipt (or deemed receipt) of such written notice, to cure such Event of Default; provided, however, that such cure period shall not apply to the other subparagraphs of this Paragraph 15;

C. The occurrence of any material breach of any representation or warranty contained in this Mortgage or any other Document;

D. A Prohibited Transfer occurs;

E. A court having jurisdiction shall enter a decree or order for relief in respect of Mortgagor in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law; or if Mortgagor, or any beneficiary of or person in control of Mortgagor, shall: (i) file a voluntary petition in bankruptcy, insolvency, debtor relief or for arrangement, reorganization or other relief under the Federal Bankruptcy Act or any similar state or federal law; (ii) consent to or suffer the appointment of or taking possession by a receiver, liquidator, or trustee (or similar official) of the Mortgagor or for any part of the Property or any substantial part of the Mortgagor's other property; (iii) make any assignment for the benefit of Mortgagor's creditors; (iv) fail generally to pay Mortgagor's debts as they become due;

F. All or a substantial part of Mortgagor's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon;

G. This Mortgage shall not constitute a valid lien on and security interest in the Property (subject only to the Permitted Encumbrances), or if such lien and security interest shall not be perfected;

H. The Property is abandoned;

I. An indictment or other charge is filed against Mortgagor in any jurisdiction, under any federal or state law, for which forfeiture of the Premises or of other collateral securing the Secured Obligations or of any other funds, property or other assets of Mortgagor, unless such charge is dismissed within forty-five days after filing; or

J. Mortgagor's or Borrower's failure to pay, when due, any amount payable under any other obligation of Mortgagor, arising out of the Note, however created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, subject to applicable cure periods, if any.

16. REMEDIES. AT ANY TIME AFTER AN EVENT OF DEFAULT, MORTGAGEE, AT MORTGAGEE'S OPTION, MAY FORECLOSE THIS MORTGAGE BY JUDICIAL PROCEEDING. MORTGAGEE SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS INCLUDING ABSTRACTS AND TITLE



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REPORTS, ALL OF WHICH SHALL BECOME A PART OF THE SECURED OBLIGATIONS AND IMMEDIATELY DUE AND PAYABLE, WITH INTEREST AT THE DEFAULT RATE. THE PROCEEDS OF ANY FORECLOSURE SALE OF THE PROPERTY SHALL BE APPLIED AS FOLLOWS: FIRST, TO ALL COSTS, EXPENSES AND FEES INCIDENT TO THE FORECLOSURE PROCEEDINGS; SECOND, AS SET FORTH IN THIS MORTGAGE; AND THIRD, ANY BALANCE TO MORTGAGOR.

17. Appointment of Receiver. Upon the occurrence of an Event of Default hereunder, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the Rents including those past due. The receiver shall have the power to collect the Rents from the time of acceleration through the pendency of any foreclosure proceeding and during the full statutory period of redemption, if any.

18. Release. Upon payment of all Secured Obligations, Mortgagee shall release this Mortgage upon payment by Mortgagor of all costs and fees to release same, if any. Mortgagor shall be responsible for recording the release, including all related costs of recordation.

19. Security Agreement. Without limiting any other provisions of this Mortgage, this Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State of Illinois (herein called the "Code") with respect to all fixtures, apparatus, equipment or articles, and all replacements and substitutions, now or hereafter located on the Property as set forth in the description of the Property above, including but not limited to the air-conditioning, heating, gas, water, power, light, refrigeration, and ventilation systems which are presently located at the Property, and with respect to all funds and other sums which may be deposited with Mortgagee pursuant hereto (all for the purposes of this paragraph called "Collateral"), and Mortgagor hereby grants to Mortgagee a security interest in such Collateral. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Property. When the Secured Obligations shall become due, whether by acceleration or otherwise, Mortgagee shall have all remedies of a secured party under the Code. This Mortgage is intended to be a financing statement with respect to any other Collateral which constitutes "fixtures" within the meaning of the Code. Mortgagor shall execute and deliver to Mortgagee any financing statements necessary to perfect the security interest in the Collateral created hereby. Any Code requirement for reasonable notice shall be met if such notice is delivered as provided herein at least five days prior to the time of any sale, disposition, or other event or matter giving rise to the notice (which period of time and method of notice is agreed to be commercially reasonable)..

20. Principal Amount of Mortgage. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced for Impositions and insurance premiums or to protect the security of this Mortgage, exceed \$400,000.00.

21. Riders. All Riders attached hereto, if any, are incorporated herein and made a part hereof.

22. Environmental Compliance. Mortgagor hereby represents and warrants to Mortgagee and covenants with Mortgagee that to the best of Mortgagor's actual knowledge based on all appropriate and thorough inquiry the Real Estate and Mortgagor have been and are currently in

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compliance with all environmental laws. There have been, to the best of Mortgagor's actual knowledge based on all appropriate and thorough inquiry, no past, and there are no pending or threatened, environmental actions to which Mortgagor is a party or which relate to the Real Estate.

Mortgagor shall comply with all environmental laws. Mortgagor shall indemnify, defend (at trial and appellate levels and with counsel, experts and consultants acceptable to Mortgagee and at Mortgagor's sole cost) and hold Mortgagee and its affiliates free and harmless from and against any liability to Mortgagee related to the environmental condition at the Real Estate (collectively, "Mortgagor's Indemnification Obligations"). Mortgagor's Indemnification Obligations shall survive in perpetuity.

23. Compliance with Illinois Mortgage Foreclosure Law. If any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15- 1101 et. seq. of the Illinois Compiled Statutes) (the "Act") the provisions of the Act shall take precedence over the Mortgage provisions, but shall not invalidate or render unenforceable any other Mortgage provision that can be construed in a manner consistent with the Act. If any Mortgage provision shall grant to Mortgagee any rights or remedies upon Mortgagor's default which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of such provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in Paragraph 16 of this Mortgage, shall be added to the Obligations secured by this Mortgage or by the judgment of foreclosure.

24. Interpretation. This Mortgage shall be construed pursuant to the laws of the State of Illinois. The headings of sections and paragraphs in this Mortgage are for convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions. The use of singular and plural nouns, and masculine, feminine, and neuter pronouns, shall be fully interchangeable, where the context so requires. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated to be invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included. Time is of the essence of the payment and performance of this Mortgage.

25. Waiver of Right of Redemption. To the full extent permitted by law, Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Property or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights of redemption, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date hereof, it being the intent hereof that any and all such right of redemption of Mortgagor, and of all other persons, are and

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shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Mortgagor agrees that it will not, by involving or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Note.

26. Prohibitions on Transfer of the Property or of an Interest in Mortgagor. It shall be an immediate default if, without the prior written consent of Lender, which consent may be granted or withheld at Lender's sole discretion, Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale (including an installment sale), assignment, transfer, lien, pledge, hypothecation, mortgage, security interest, or other encumbrance or alienation, whether by operation of law, voluntarily or otherwise, (collectively "Transfer") of (1) the Property or any part thereof or interest therein, or (2) all or a portion of the beneficial interest of Mortgagor or the power of direction; (3) all or a portion of the stock of any corporate beneficiary of a trustee Mortgagor that results or could result in a material change in the identity of the person(s) or entity(ies) previously in control of such corporation; (4) all or a portion of an interest in a partnership, or a joint venture interest of a joint venture in the joint venture, if Mortgagor's beneficiary consists of or includes a partnership or joint venture, that results or could result in a material change in the identity of the person(s) or entity(ies) in control of such partnership or joint venture (each of the foregoing is referred to as a "Prohibited Transfer"). In the event of such default, Lender, at its sole option, may declare the entire unpaid balance, including interest, immediately due and payable. This option shall not be exercised by Lender if prohibited by Federal law as of the date of this Mortgage.

27. Assignment of Leases and Rents. All right, title and interest of Mortgagor in and to those leases, if any, and all present and future leases affecting the Property, written or oral (collectively "Leases"), and all rents, income, receipts, revenues, issues, avails and profits from or arising out of the Property (collectively "Rents") are hereby transferred and assigned to Lender as further security for the payment of the Secured Indebtedness, and Mortgagor hereby grants a security interest to Lender in and to the same. If requested by Lender, Mortgagor shall submit all future Leases affecting the Property to the Lender for its approval prior to execution, and all approved and executed Leases shall be specifically assigned to Lender by an instrument satisfactory to Lender. Each Lease shall, at the option of Lender, be paramount or subordinate to this Mortgage. Mortgagor shall furnish Lender with executed copies of each Lease and, if requested by Lender, with estoppel letters from each tenant, which estoppel letters shall be in a form satisfactory to Lender and shall be delivered not later than thirty (30) days after Lender's written demand.

If, without Lender's prior written consent, Mortgagor: (i) as lessor, fails to perform and fulfill any term, covenant, or provision in any Lease; (ii) suffers or permits to occur any breach or default under the provisions of any separate assignment of any Lease given as additional security for the Secured Indebtedness; (iii) fails to fully protect, insure, preserve, and cause continued performance or fulfillment of the terms, covenants or provisions which are required to be performed by the lessee or the lessor of any other Lease or Leases hereafter assigned to Lender; (iv) cancels, terminates, or materially amends or modifies any Lease, or (v) permits or approves an assignment by

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lessee of a Lease or a subletting of all or any part of the Property demised in the Lease; such occurrence shall constitute an Event of Default hereunder.

Lender shall have the right to assign Mortgagor's right, title and interest in any Leases to any subsequent holder of this Mortgage or the Note and other Loan Documents or to any person acquiring title to all or any part of the Property through foreclosure or otherwise.

Upon an Event of Default, this Mortgage shall constitute a direction to each lessee under the Leases and each guarantor thereof, if any, to pay all Rents directly to Lender without proof of the Event of Default. Lender shall have the authority, as Mortgagor's attorney-in-fact (such authority being coupled with an interest and irrevocable) to sign the name of Mortgagor and to bind Mortgagor on all papers and documents relating to the operation, leasing and maintenance of the Property. While this assignment is a present assignment, Lender shall not exercise any of the right or powers conferred upon it by this paragraph until such Event of Default shall occur under this Mortgage.

If Mortgagor, as lessor, shall neglect or refuse to perform and keep all of the covenants and agreements contained in the Lease or Leases, then Lender may perform and comply with any such Lease covenants and agreements. All related costs and expenses incurred by Lender shall become a part of the Secured Indebtedness and shall be due and payable upon demand by Lender with interest thereon accruing thereafter at the Default Rate.

Lender, however, shall not be obligated to perform or discharge any obligation, duty or liability under any Lease. Mortgagor shall defend, protect, indemnify and hold Lender harmless from and against any and all liability, loss or damage to Lender under the Leases or under or by reason of their assignments and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of all alleged obligations or undertakings on its part to perform or discharge any Lease terms, covenants or agreements. The amount of any such liability, loss or damage arising under the Leases or under or by reason of their assignment, or in the defense of any claims or demands, including costs, expenses and reasonable attorneys' fees incurred by Lender shall be a part of the Secured Indebtedness due and payable upon demand with interest thereon accruing thereafter at the Default Rate.

28. WAIVER OF JURY TRIAL. MORTGAGOR AND MORTGAGEE WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS MORTGAGE, THE OTHER DOCUMENTS OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE OR THE OTHER DOCUMENTS. MORTGAGOR AND MORTGAGEE AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

*[Signature page follows.]*



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IN WITNESS WHEREOF, Mortgagor has executed and delivered this Mortgage the day and year first above written.

**BORROWER:**

**DEVON 7640 LLC**  
an Illinois limited liability company

By *John R. Markowicz*  
**John R. Markowicz**

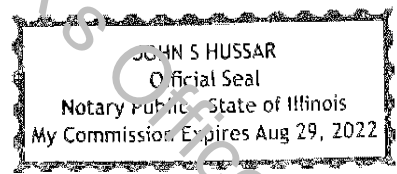
STATE OF ILLINOIS)  
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **John R. Markowicz** Manager of Devon 7640 LLC an Illinois limited liability company, 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/she signed, sealed and delivered the said instrument pursuant to authority given by the Operating Agreement of said Company, as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29<sup>th</sup> day of July, 2022.

*John S. Hussar*  
Notary Public

My Commission Expires: 08/29/2022





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## EXHIBIT "A"

### LEGAL DESCRIPTION

LOTS 126 AND 127 IN H. ROY BERRY'S DEVON HARLEM SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 7640 W. Devon Ave., Chicago, IL 60631

P.I.N.(s): 09-36-333-037-0000

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## EXHIBIT "B"

### PERMITTED ENCUMBRANCES

1. Real estate taxes not yet due or payable.

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