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This document was prepared by,
and after recording, return to:

Lavelle Law, Ltd.
Attn: Robert Gomberg
1933 N. Meacham Road, Suite 600
Schaumburg, IL 60173

Permanent Tax Index Number:
11-32-330-037-0000

Property Address:
6418 N. Magnolia Avenue,
Chicago, IL 60626

Doc# 2234615016 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/12/2022 03:30 PM PG: 1 OF 14

This space reserved for Recorder's use only.

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (the "**Mortgage**"), dated September 30, 2022, is by and between Duchesne, LLC, an Illinois limited liability company (the "**Grantor**"), whose address is 6418 N Magnolia Avenue, Chicago, Illinois 60626 and the Frank Patzke Revocable Trust dated October 11, 1993 (the "**Lender**"), whose address is 1046 E. Marion Street, Arlington Heights, Illinois 60004.

FOR VALUABLE CONSIDERATION, the receipt, adequacy, and sufficiency of which are hereby acknowledged by Lender and Grantor, and in order to secure the Grantor's obligations to the Lender under that certain Term Note in the original principal amount of \$756,000.00 of even date herewith, made, executed and delivered by the Grantor to the Lender, together with all renewals, extensions, modifications, refinancing, consolidations, and future advances thereof and substitutions therefor (collectively, the "**Term Note**"), the Grantor, intending to be legally bound, does, by these presents, mortgage, warrant and convey unto Lender, its successors and assigns, all of the 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 EXHIBIT A ATTACHED HERETO

TOGETHER with all right, title, and interest which the 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, in, or about the Real Property and all materials intended for

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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);

(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, signs, 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 the Grantor;

(f) all right, title and interest of the 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 the Grantor may now or hereafter acquire with respect to the improvements or any other portion of the Real Property;

(g) all right, title, and interest of the Grantor in and to all contracts and agreements for the design, construction, operation or inspection of the improvements, all advertising materials, guaranties, warranties, plans and specifications, building permits, other permits, licenses, certificates, variances, concessions, grants, franchises, consents, approvals, licenses, soil tests, environmental

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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

(h) all right, title and interest of the 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 (h) 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 the 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 the 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 – the 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 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 Illinois Uniform Commercial Code (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 that 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 (h).

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The 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 UCC. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Indebtedness. The word “**Indebtedness**” means all amounts payable to Lender under the Term Note, 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 the Lender by the Grantor, and any amounts expended or advanced by the Lender to discharge obligations of the Grantor or expenses incurred by the Lender to enforce obligations of the Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Loan Documents. “Loan Documents” shall collectively mean (i) this Mortgage; (ii) the Term Note; and (iii) that certain Assignment of Rents and Leases of even date herewith executed by Grantor for the benefit of Lender (the “**Assignment**”).

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

THIS MORTGAGE IS GIVEN TO SECURE (1) PAYMENT OF THE 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, the Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of the Grantor's obligations under this Mortgage.

LEASE ASSIGNMENT. The Grantor acknowledges that, concurrently herewith, the Grantor has executed and delivered to the Lender, as additional security for the repayment of the Term Loan, the Assignment pursuant to which the Grantor has assigned to the Lender interests in the leases of the Real Property and the rents and income from the Real Property. All of the provisions of the Assignment are hereby incorporated herein as if fully set forth at length in the text of this Mortgage. The Grantor agrees to abide by all of the provisions of the Assignment.

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

Possession and Use. Until in default, the Grantor may remain in possession and control of the Property, subject to the terms hereof.

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

Hazardous Substances. The Grantor represents and warrants to the Lender that the Grantor shall not, directly or indirectly, 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. The 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. The Lender and its agents may enter upon the Real Property at all times to attend to Lender's interests and to inspect the Property for purposes of the Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. The 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. The 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 the Grantor has notified the Lender in writing prior to doing so and so long as, in the Lender's sole opinion, the Lender's interest in the Property are not jeopardized. The Lender may require the Grantor to post adequate security or a surety bond, reasonably satisfactory to the Lender, to protect the Lender's interest.

Duty to Protect. The Grantor agrees to neither abandon nor leave unattended the Property. The 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.

DUE ON SALE - CONSENT OF LENDER. The Lender may, at its 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

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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. The 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.

Right to Contest. The 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, the 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. The 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. The 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. The Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that the 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. The 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. The policies of insurance will include property insurance, comprehensive general liability insurance, flood insurance, and such other insurance with respect to the Property against loss or damage of the kinds from time to time customarily insured against and in such amounts as are required by institutional lenders for properties comparable to the Property.

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Application of Proceeds. The Grantor shall promptly notify Lender of any loss or damage to the Property. The Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not the Lender's security is impaired, the 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.

TAX AND INSURANCE RESERVE. At the Lender's option, the Grantor shall deposit with the Lender, on such day of each month as designated by the Lender until the Indebtedness is fully paid, a sum equal to one-twelfth (1/12th) of the annual real estate taxes and insurance premiums on the Property, as estimated by the Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums. Grantor shall further pay a monthly pro-rata share of all assessments and other charges that may accrue against the Property. Such deposits are to be held without any allowance of interest. So long as no Event of Default, as defined herein, shall exist, the Lender shall, at its option, pay such taxes, insurance premiums, and other charges and assessments when the same become due and payable (upon submission of appropriate bills therefor from the Grantor) or shall release sufficient funds to the Grantor for the payment thereof. If the funds so deposited are insufficient to pay any such amounts for any year (or installments thereof, as applicable) when the same shall become due and payable, the Grantor shall, within ten (10) days after receipt of written demand therefor, deposit additional funds as may be necessary to pay such amounts in full. If the funds so deposited exceed the amount required to pay such amounts for any year, the excess shall be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of the Lender. The Lender, in making any payment hereby authorized relating to such amounts, may do so according to any bill, statement or estimate procured from the appropriate public office or other third party without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. Nothing in this Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and the Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default.

EXPENDITURES BY THE LENDER. If the 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, the Lender on the Grantor's behalf may, but shall not be required to, take any action that the Lender deems appropriate. Any amount that the Lender expends in doing so will bear interest at the rate charged under the Term Note from the date incurred or paid by the Lender to the date of repayment by the Grantor. All such expenses, at the Lender's sole option, will: (a) be payable on demand, (b) be added to the balance of the Term Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable

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insurance policy or (ii) the remaining term of the Term Note, or (c) be treated as a balloon payment which will be due and payable at the Term 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 the Grantor pays all of the Indebtedness when due, and if the Grantor otherwise performs all of the obligations imposed upon the Grantor under this Mortgage, the Lender shall execute and deliver to the 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.

Payment Default. The Grantor fails to make any payment when due under the Term Note.

Other Defaults. The Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between the Lender and the Grantor, subject to the Lender's obligation to provide a notice of default, and the Grantor's ability to cure such default by the date specified in Lender's notice of default, which date shall be no less than thirty (30) days from the date of such Lender's notice of default.

Default in Favor of Third Parties. The Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of the Grantor's property or the Grantor's ability to repay the Term Note or perform the Grantor's obligations under the Term Note.

Environmental Default. Failure of the Grantor to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with any loan.

False Statements. Any warranty, representation or statement made or furnished to the Lender by the Grantor or on the Grantor's behalf under the Term Note or the Loan Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The insolvency of the Grantor, the appointment of a receiver for any part of the 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 the Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by

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any creditor of the Grantor or by any governmental agency against any collateral securing the Grantor's obligations under the Term Note. However, this Event of Default shall not apply if there is a good faith dispute by the Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if the Grantor gives the Lender written notice of the creditor or forfeiture proceeding and deposits with lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any indebtedness evidenced by the Term Note or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by the Term Note.

Adverse Change. A material adverse change occurs in the Grantor's financial condition, or the Lender reasonably believes the prospect of payment or performance of the Term Note is impaired.

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 the Grantor or any other party hereto, to accelerate and declare the entire Indebtedness immediately due and payable, including any prepayment penalty which the Grantor would be required to pay, whether by lapse of time, acceleration or otherwise, and the Grantor shall have the right to foreclose its lien hereof by judicial action.

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

Attorneys' Fees. If the Lender institutes any suit or action to enforce any terms of or collect under this Mortgage, the 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 the 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 Term Note.

NOTICE TO THE GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to the 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

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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 that has priority over this Mortgage shall be sent to Lender's address, as shown above. For notice purposes, the 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 the 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 the Grantor, the Lender, without notice to the Grantor, may deal with the Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing the 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. The 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 the 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 the Lender and the Grantor, shall constitute a waiver of any of the

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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.

[Signatures appear on following page]

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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GRANTOR:

Duchesne, LLC,
an Illinois limited liability company

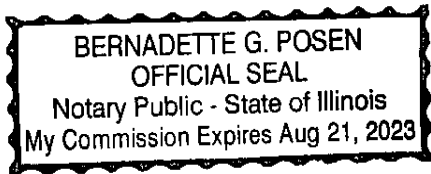
By: Steven J. Patzke
Name: Steven Patzke
Title: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Steven Patzke, the Manager of Duchesne, LLC an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of September, 2022

Bernadette G. Posen
Notary Public




My Commission Expires:

08-21-2023

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GRANTOR:

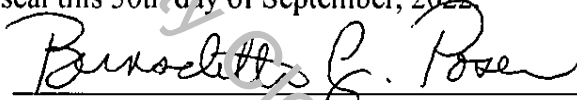
Duchesne, LLC,
an Illinois limited liability company

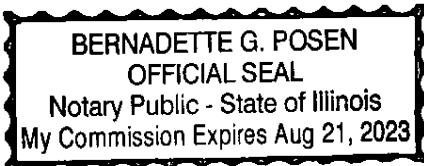
By: 
Name: Krista Chinchilla-Patzke
Title: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Krista Chinchilla-Patzke, the Manager of Duchesne, LLC an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of September, 2022


Notary Public



My Commission Expires:

08-21-2023

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EXHIBIT A

Legal Description

THE SOUTH 33 FEET OF LOT 28 IN BLOCK 3 IN A.T. GALT'S EDGEWATER GOLF SUBDIVISION OF THE SOUTH 30 ACRES OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:

6418 N. Magnolia Avenue, Chicago, Illinois 60626

PERMANENT INDEX NUMBER:

11-32-330-037-0000

Property of Cook County Clerk's Office