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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

Doc#: 2324113226 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 08/29/2023 01:05 PM Pg: 1 of 9

The property identified as: **PIN: 13-36-103-011-0000**

Address:

Street: 2345 N. Milwaukee

Street line 2:

City: Chicago

State: IL

ZIP Code: 60647

Lender: JOSHUA WOODWARD FAMILY SUPPORT TRUST UNDER AGREEMENT DATED APRIL 28, 1980

Borrower: WOFRHE RE LLC

Loan / Mortgage Amount: \$588,000.00

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.

Fidelity National Title OC23015562A

Certificate number: B857D24F-865D-428B-AE35-ABB612959819

Execution date: 3/22/2023

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

Manetti Aguilera Seiler LLC
2213 Lakeside Drive
Bannockburn, Illinois 60015

Common Address:
2343-2345 N. Milwaukee Avenue
Chicago, Illinois 60647
PIN: 13-36-103-011-0000

Space above this line for Recorder's use only

MORTGAGE

THIS MORTGAGE ("Mortgage") is dated as of the 22nd day of March, 2023, by and between WOFRHE RE LLC, an Illinois limited liability company ("Mortgagor"), with its principal place of business at 1658 N. Milwaukee Avenue, Suite 317, Chicago, Illinois 60647 and the JOSHUA WOODWARD FAMILY SUPPORT TRUST UNDER AGREEMENT DATED APRIL 28, 1980 ("Mortgagee") c/o Strategic Asset Management, Jenny Hager, 212 S. Main Avenue, Suite 215, Sioux Falls, SD 57104.

WITNESSETH THAT:

WHEREAS, on March 22, 2023, Mortgagor executed that certain Promissory Note in the principal amount of FIVE EIGHTY EIGHT THOUSAND and 00/100 DOLLARS (\$588,000.00) (which, as it may hereafter be modified, amended or extended and together with any and all substitutions therefor and replacements thereof is referred to herein as the "Note") made payable to Mortgagee in and by which Note, Mortgagor promises to pay said principal sum, with interest at six percent (6.0%) as provided in the Note, at such place as the holder of the Note ("Holder") may from time to time appoint. The maturity of the Note is March 22, 2028.

WHEREAS, the Note provides that it is to be secured by property located at 2343-2345 N. Milwaukee, Chicago, Illinois 60647 ("Premises").

NOW, THEREFORE, Mortgagor, in consideration of said debt and to secure the payment of the amounts due under the Note, and in accordance with the terms, provisions and limitations of this Mortgage, and to secure the performance of the covenants and agreements and in the Note contained, to be performed by Mortgagor, does hereby MORTGAGE, GRANT, BARGAIN, SELL and CONVEY unto Mortgagee, its successors and assigns, its estate in fee simple in the real estate situated in the City of Chicago, County of Cook, State of Illinois, described as follows:

LOT 29 AND 30 AND THE NORTHWESTERLY 1 3/4 INCHES OF LOT 31 IN BLOCK 4 IN SNOWHOOKS SUBDIVISION IN THE NORTH 1/2 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Common Address: 2343-2345 N. Milwaukee, Chicago, Illinois 60647
PIN: 13-36-103-011-0000

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said Premises whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the Premises by Mortgagor or its successors or assigns shall be considered as constituting part of the Premises.

Mortgagor presently assigns to Lender all of Mortgagor's right, title, and interest in and to all present and future leases of the Premises and all rents from the Premises. In addition, Mortgagor grants to Lender a Uniform Commercial Code security interest in the personal property and rents.

Mortgagor represents and covenants that it has good right, full power and lawful authority to convey and mortgage the same.

TO HAVE AND TO HOLD the Premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth.

THIS MORTGAGE IS GIVEN TO SECURE: (a) payment of the indebtedness evidenced by the Note (the "Secured Indebtedness") (together with any and all amendments or supplements thereto, replacements or extensions thereof and Note which may be taken in whole or partial renewal, substitution or extension thereof, or, which may evidence any of the indebtedness secured hereby); (b) payment by Mortgagor to Mortgagee as herein provided of all sums expended or advanced by Mortgagee pursuant to any term or provision of this Mortgage; and (c) performance of each and every one of the covenants, conditions and agreements contained in this Mortgage (collectively, the "Obligations"). The foregoing documents, and any other documents evidencing and securing the loan reflected herein, are referred to collectively herein as the "Loan Documents". Notwithstanding any provision herein to the contrary, the Secured Indebtedness shall be reduced dollar for dollar by the amount of any and all principal payments made under the Note as and when such amounts are paid and this Mortgage shall be released when the balance of the Note is fully and indefeasibly paid to Mortgagee.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. **Indemnity.** To the full extent provided by applicable law, Mortgagor hereby agrees that no liability shall be asserted or enforced against Mortgagee in the lawful exercise of the rights and powers granted to Mortgagee in this Mortgage, and Mortgagor hereby expressly waives and releases any such liability. Except for the gross negligence or willful misconduct of Mortgagee, Mortgagor shall indemnify and save Mortgagee harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including reasonable attorneys' fees and court costs) of whatever kind or nature which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise from: any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; the offer for sale or sale of all or any portion of the Premises; and/or the ownership, construction of improvements, leasing, use, operation or maintenance of the Premises. All costs provided for herein and paid for by Mortgagee shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and without interest.

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2. Effect of Extensions of Time. If the payment of the debt secured hereby or any part thereof be extended or varied or if any part of the security granted to secure such indebtedness be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, or having an interest in Mortgagor or in the beneficiary of Mortgagor, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release.

Any person, firm or corporation taking a junior mortgage or other lien upon the Premises or any interest therein, shall take the said lien subject to the rights of the Mortgagee to amend, modify and supplement this Mortgage, or the Note and to extend the maturity of the debt secured hereby, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

3. Mortgagee's Performance of Defaulted Acts and Expenses Incurred by Mortgagee. Upon the occurrence of an Event of Default, as hereinafter defined, Mortgagee may, but need not, make any payment or perform any act required herein or in the Note required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of Mortgagor in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice. In addition to the foregoing, any costs, expenses and fees, including attorneys' fees, incurred by Mortgagee in connection with (a) sustaining the lien of this Mortgage or its priority, (b) protecting and enforcing any of Mortgagee's rights hereunder, (c) recovering any indebtedness secured hereby, (d) any litigation or proceedings affecting repayment of the Note, this Mortgage, the Premises, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the defense or participation in any litigation or other proceedings, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

4. Acceleration of Indebtedness in Event of Default. Any one of the following events shall constitute an Event of Default under this Mortgage: if (a) Mortgagor shall fail to promptly perform its obligations under the Note; or (b) Mortgagor shall file a petition in voluntary bankruptcy or under any chapter of the Federal Bankruptcy Code or any similar law state or federal, whether now or hereafter existing and which shall not be discharged within 90 days of such filing; or (c) any order for relief of the Mortgagor shall be entered under Title 11 of the United States Code which shall not be discharged within 90 days of the entry of such order, or a trustee or a receiver shall be appointed for Mortgagor or for all of the Premises or the major part thereof of Mortgagor in any involuntary proceeding which shall not be discharged within 90 days of such filing, or any court shall have taken jurisdiction of the Premises or the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagor; or (d) Mortgagor shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of the Premises or the major part thereof; or (e) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by Mortgagor, which shall not have been cured within 30 days prior written notice thereof from Mortgagee; then and in every such case the whole of the obligations and debts hereby secured shall, at the option of Mortgagee, become immediately due and payable, without notice to Mortgagor.

5. Expense of Litigation. All expenditures and expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the reasonable attorneys' fees incurred by Mortgagee in any litigation or proceeding

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affecting this Mortgage, the Note or the Premises, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, and shall be secured by this Mortgage.

6. **Condemnation.** If all or any part of the Premises are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof shall be applied to the principal balance of the Note or the repair or restoration of the Property.

7. **Release upon Payment and Discharge of Mortgagor's Obligations.** If Mortgagor shall fully satisfy all of his obligations under the Note and all other indebtedness secured hereby, then this Mortgage shall be null and void. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.

8. **Condition of Premises.** Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep said Premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien thereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (d) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; and (e) make no material alterations in said Premises except as required by law or municipal ordinance.

9. **Taxes.** Mortgagor shall pay, before any penalty attaches, all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

10. **Insurance.** Mortgagor shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by casualty under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the obligations and indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damages, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

11. **Security Agreement and Financing Statements.** This instrument shall constitute a Security Agreement to the extent any of the Premises constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Codes as amended from time to time. Upon request by Lender, Mortgagor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the rents and personal property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Mortgagor, file executed counterparts, copies of reproductions of this Mortgage as a financing statement. Mortgagor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Mortgagor shall not remove, sever or detach the personal property from the Property. Upon default, Mortgagor shall assemble any personal property not affixed on the Premises in a manner and at a place reasonably convenient to Mortgagor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

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Attention: Jason Freiman

Mortgagee: JOSHUA WOODWARD FAMILY SUPPORT TRUST UNDER
 AGREEMENT DATED APRIL 28, 1980
 c/o Strategic Asset Management
 212 S. Main Avenue, Suite 215
 Sioux Falls, SD 57104
 Attention: Jenny Hager

Any party may designate a different address for notice purposes by giving notice thereof in accordance with this paragraph.

14. Binding on Successors and Assigns. This Mortgage and all provisions hereof shall be binding upon Mortgagor and all persons claiming under or through Mortgagor, and shall inure to the benefit of the Holder and of the successors and assigns of the Mortgagee. This document shall at all times be governed by the laws of the State of Illinois.

15. Partial Invalidity. Mortgagor and Mortgagee intend and believe that each provision in this Mortgage and in the Note comport with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in this Mortgage or in the Note are found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Mortgage or the Note to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Mortgagor and Mortgagee that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Mortgage and the Note shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Mortgagor and Mortgagee under the remainder of this Mortgage and the Note shall continue in full force and effect.

16. Remedies Cumulative and Non-Waiver. No remedy or right of the Mortgagee hereunder or under the Note, or available under applicable law, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or a different nature, nor shall it extend or affect any grace period. Every such remedy or right may be exercised concurrently or independently, when and as often as may be deemed expedient by the Mortgagee. All obligations of the Mortgagor and all rights, powers, and remedies of the Mortgagee expressed herein shall be in addition to, and not in limitation of, those provided by law or in the Note or any other written agreement or instrument relating to any of the indebtedness secured hereby or any security therefor.

17. Waiver of Jury Trial. MORTGAGOR HEREBY, AND LENDER BY ITS ACCEPTANCE HEREOF, EACH WAIVE THE RIGHT OF A JURY TRIAL IN EACH AND EVERY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY.

18. Governing Law. This Mortgage and the Note it secures are to be construed and governed by the laws of the State of Illinois.

19. Compliance with Illinois Mortgage Foreclosure Law.

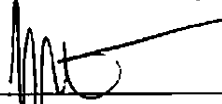
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(a) In the event that any provision of this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law 735 ILCS 5/15-1101, et. seq. (herein called the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

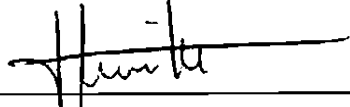
(b) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

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

WOFRHE RE LLC,
an Illinois limited liability company,

By: 

Jason Freiman, Manager

By: 

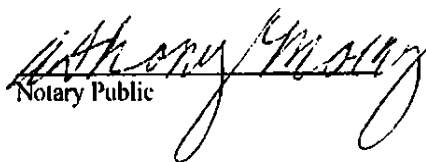
Yannick Henriette, Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Jason Freiman, as Manager of WOFRHE RE LLC, 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 he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 9th day of August, 2023.





Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Yannick Henriette, as Manager of WOFRHE RE LLC, 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 he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2023.

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(b) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

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

WOFRHE RE LLC,
an Illinois limited liability company,

By: _____
Jason Freiman, Manager

By: [Signature]
Yannick Henriette, Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Jason Freiman, as Manager of WOFRHE RE LLC, 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 he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2023.

Notary Public

STATE OF Florida)
) SS.
COUNTY OF Miami Dade)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Yannick Henriette, as Manager of WOFRHE RE LLC, 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 he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 18 day of August, 2023.

[Signature]
Notary Public

