



2324115011

Doc# 2324115011 Fee \$88.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/29/2023 11:45 AM PG: 1 OF 13

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud

844-768-1713

23 BAR 58581

The property identified as: PIN: 20-03-117-015-0000

Address:

Street: 4114 Martin Luth King Jr Dr

Street line 2:

City: Chicago

State: IL

ZIP Code: 60653

Lender: Nextres, LLC

Borrower: ACG Real Estate, Inc.

Loan / Mortgage Amount: \$460,114.00

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: 8492E047-05A4-46BF-8730-CDB7B337A2AB

Execution date: 8/23/2023

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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

12 Penns Trail, Suite 138, Newtown, PA 18940

Loan Number: 7001645

(Space Above For Recorder's Use)

CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING

THIS MORTGAGE SECURES FUTURE ADVANCES IN ACCORDANCE WITH THE TERMS OF THE CONSTRUCTION LOAN AGREEMENT (AS HEREINAFTER DEFINED).

DEFINITIONS

- (A) "Borrower" is ACG Real Estate Inc. Borrower is the Mortgagor under the Mortgage(s).
- (B) "Lender" is Nextres, LLC. Lender is a Limited Liability Company, organized and existing under the laws of Delaware. Lender's address is 12 Penns Trail, Suite 138, Newtown, PA 18940. Lender is the Mortgagee under the Mortgage(s).
- (C) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under the Mortgage(s).
- (D) "Loan Documents" means collectively the Construction Loan Agreement, Note, Mortgage(s) and all other documents executed and/or delivered in connection with the Loan.
- (E) "Note" means the promissory note signed by Borrower and dated August 23rd, 2023. The Note states that Borrower owes Lender Four Hundred Sixty Thousand One Hundred Fourteen and 00/100 Dollars (U.S. \$460,114.00) plus interest, or so much thereof as is advanced pursuant to that certain Loan Agreement, dated the date hereof, between Borrower and Lender (the "Construction Loan Agreement"). Borrower has promised to pay this debt in regular monthly payments and to pay the debt in full not later than March 1st, 2025 (the "Maturity Date").

Capitalized terms used but not expressly defined herein shall have the same meanings when used herein as set forth in the Loan Agreement.

This Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing (the "Mortgage") made this 23rd day of August, 2023, among ACG Real Estate Inc, an IL Corporation (the "Mortgagor"), whose address is 9610 Menard Ave, Oak Lawn, IL 60453, and Nextres, LLC, a Limited Liability Company, as mortgagee (together with its successors and assigns, the "Lender") whose address is 12 Penns Trail, Suite 138, Newtown, PA 18940.

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Witnesseth:

THAT MORTGAGOR IRREVOCABLY MORTGAGES, GRANTS, BARGAINS, SELLS AND CONVEYS TO LENDER WITH MORTGAGE COVENANTS UPON THE STATUTORY CONDITION AND WITH THE STATUTORY POWER OF SALE that property in Cook County, ILLINOIS, described as:

See Legal Description Attached 'Exhibit A' incorporated herein by reference

APN: 20-03-117-015-0000

Street Address: 4114 Martin Luther King Jr Dr

TOGETHER WITH the rents, issues and profits thereof, all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the subject property and any improvements thereon, and all amendments and modifications thereof, and all other construction related agreements in any way relating to the development, construction or use of the subject property, SUBJECT HOWEVER, to the right, power and authority given to and conferred upon Lender by Section 11 of the provisions set forth below to collect and apply such rents, issues and profits. For the Purpose of Securing: 1. Performance of each agreement of Mortgagor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension of renewal thereof, in the principal sum of \$460,114.00 executed by Mortgagor in favor of Lender or order. 3. Payment of such further sums as the then record owner of such property hereafter may borrow from Lender, when evidenced by another note (or notes) reciting it is so secured. 4. All obligations under the Construction Loan Agreement.

A default under any other mortgage securing the above-referenced promissory note shall constitute a default under this Mortgage as well.

To Protect the Security of This Mortgage, Mortgagor Agrees:

(1) That Mortgagor will observe and perform said provisions; and that the reference to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Mortgage.

(2) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violations of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the general.

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(3) To provide, maintain and deliver to Lender fire insurance satisfactory to and with loss payable to Lender listed as additional insured, as more particularly set forth in this Mortgage. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured herein and in such order as Lender may determine or at option of Lender the entire amount so collected or any part hereof may be released to Mortgagor. Such application or release shall not cure or waive any default or notice of default herein under or invalidate any act done pursuant to such notice.

(4) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Lender; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Lender may appear, and in any suit brought by Lender to record this Mortgage.

(5) To pay; at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or a part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Mortgage.

Should Mortgagor fail to make any payment or to do any act as herein provided, then Lender, but without obligation to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may make or do the same in such manner and to such extent as either may be deemed necessary to protect the security herein. Lender being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the subject property from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of Lender's election to exercise or Lender's actual exercise of any right, remedy or recourse provided for under the Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

(6) To pay immediately and without demand all sums so expended by Lender, with interest from date of expenditure at the amount allowed by law in effect at the date hereon, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Lender not to exceed the maximum allowed by law at the time when said statement is demanded.

(7) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Lender, who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

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(8) That by accepting payment of any sum secured hereby after its due date, Lender does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(9). That at any time or from time to time, without liability therefore and without notice, upon written request of Lender and presentation of this Mortgage and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Lender may; reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement therein; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(10) That upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Mortgage and said Note to Lender for cancellation and retention and upon payment of its fees, Lender shall reconvey, without warranty, the property held hereunder. The recitals in such RECONVEYANCE of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "The person or persons legally entitled thereto". Five years after issuance of such full RECONVEYANCE, Lender may destroy said Note and this Mortgage (unless directed in such request to retain them).

(11) That as additional security, Mortgagor hereby gives to and confers upon Lender the right, power and authority during the continuance of this Mortgage, to collect the rents, issues and profits of said property, reserving unto Mortgagor the right, prior to any default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Lender may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expense of operation and collection, including reasonable attorney's fees, upon indebtedness secured hereby, and in such order as Lender may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(12) That upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, under the note secured hereby, or under the Construction Loan Agreement, Lender may declare all sums secured hereby immediately due and payable by delivery to Lender of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Lender shall cause to be filed for record.

(13) That this Mortgage applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Lender shall mean the owner and holder, including pledges of the note secured hereby whether or not named as Lender herein. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

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(14) Mortgagor shall, at Mortgagor's expense, maintain in force fire and extended coverage insurance in any amount of not less than the full replacement value of any building which may exist on the subject property, with loss payable to Lender. Mortgagor shall provide fire insurance protection on Mortgagor's furniture, fixtures and personal property on the subject real property in an amount equal to the full replacement value thereof, and promises that any insurance coverage in this regard will contain a waiver of the insurers' right of subrogation against Lender. In addition, Mortgagor shall, at Mortgagor's expense, maintain in force policies of liability insurance and, if applicable, flood insurance, with Lender as loss payee and as an additional insured thereunder, insuring Mortgagor against all claims resulting from the injury to or the death of any person or the damage to or the destruction of any property belonging to any person by reason of Lender's interest hereunder or the use and occupancy of the subject real property by Mortgagor. Such insurance shall be in the following amounts: (1) \$500,000.00 combined single limit liability insurance covering property damage and bodily injury; and (2) flood insurance is required if the collateral is located in a flood zone equal to the replacement cost of the subject real property. At least thirty (30) days prior to the expiration of a policy, Mortgagor shall deliver to Lender a renewal policy in a form satisfactory to Lender. If Mortgagor obtains any other insurance on the subject real property, such insurance shall name the Lender as additional insured and loss payee thereunder.

(15) If all or any part of the subject property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person), or a lien or encumbrance is created upon such property, voluntarily or involuntarily, or if Mortgagor shall file or have filed against it and/or the property any proceeding for relief of debtors under the United States Bankruptcy Code, in each case without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage. If Lender exercises this option, Lender shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

(16) Lender may make or cause to be made reasonable entries upon and inspections of the real property securing this Mortgage.

(17) Mortgagor shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the property securing this Mortgage or any part thereof and Mortgagor shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Mortgagor authorizes Lender, at Lender's option, as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Lender's or Mortgagor's name, any action or proceeding relating to any condemnation or other taking of the subject property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the subject property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender subject, if this Mortgage is on a leasehold, to the rights of lessor under the ground lease. Mortgagor authorizes Lender to apply

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such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the subject property or to payment of the sums secured by this Mortgage, whether or not then due, in the order of application set forth in Section 3 hereof, with the balance, if any, to Mortgagor. Unless Mortgagor and Lender otherwise agree in writing, any application of proceeds to Principal (as defined in the Note) shall not extend or postpone the due date of the monthly installments referred to in Sections 1 and 2 hereof or change the amount of such installments. Mortgagor agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

(18) This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the subject property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Lender a security interest in said items. Mortgagor agrees that Lender may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the subject property. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Mortgage in such form as Lender may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. For purposes of filing and recording this Mortgage in, among other places, the real estate records of the county in which the subject property is located, the following information is included: (i) the Mortgagor shall be deemed the "Debtor" with the address set forth for the Mortgagor on the first page of this Mortgage which the Mortgagor certifies is accurate, (ii) the Lender shall be deemed to be the "Secured Party" with the address set forth for the Lender on the first page of this Mortgage and shall have all of the rights of a secured party under the Uniform Commercial Code, (iii) this Mortgage covers goods which are or are to become fixtures, (iv) the name of the record owner of the land is Mortgagor, (v) if Mortgagor is an entity, the organizational identification number of Mortgagor is 88-3445055, and the Mortgagor is organized under the laws of the State of IL. Upon Mortgagors breach of any covenant, representation, warranty or agreement of Mortgagor contained in this Mortgage, including the covenants to pay when due all sums secured by this Mortgage, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lenders option, may also invoke the remedies provided in this Mortgage as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the subject property separately or together and in any order whatsoever, without in any way affecting the availability of Lenders remedies under the Uniform Commercial Code or of the remedies provided in this Mortgage.

(19) Any default under this Mortgage shall constitute a default under all promissory notes and mortgages Mortgagor has executed in favor of Lender. Mortgagor shall be in default

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if, during the Loan application process, Mortgagor or any persons or entities acting at the direction of Mortgagor or with Mortgagor's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Mortgagor's use of the subject property solely for business and/or commercial purposes.

(20) Future Advances. This Mortgage is given for the purpose of securing loan advances and other extensions of credit which Lender has made and may make to or for the benefit of Mortgagor pursuant and subject to the terms and provisions of the Construction Loan Agreement and the other Loan Documents. The parties hereto intend that, in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of loan advances, other extensions of credit made after this Mortgage is recorded, whether made pursuant to an obligation of Lender or otherwise, and in such event, such advances shall be secured to the same extent as if such future advances were made on the date hereof, although there may be no advance made at the time of execution hereof, although there may be no indebtedness outstanding at the time any advance is made and although such advances may from time to time be repaid to a zero balance and thereafter readvanced. Such loan advances may or may not be evidenced by guarantees or notes executed pursuant to the other Loan Documents.

(21) Indemnity. The Mortgagor agrees to indemnify each of the Mortgagees, each legal entity, if any who controls the Mortgagee and each of their respective directors, officers and employees (the "Indemnified Parties"), and to hold each Indemnified Party harmless from and against, any and all claims, damages, losses, liabilities and expenses (including all reasonable fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Mortgagor), in connection with or arising out of the matters referred to in this Mortgage or in the other Loan Documents, whether (a) arising from or incurred in connection with any breach of a representative, warranty or covenant by the Mortgagor, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Mortgage, payment of any Loan and assignment of any rights hereunder.

(22) WAIVER OF JURY TRIAL. THE MORTGAGOR IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS MORTGAGE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS MORTGAGE OR ANY TRANSACTION CONTEMPLATED IN ANY WAY OF SUCH DOCUMENTS. THE MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

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- (23) Illinois Provisions.
- (a) Waiver of Homestead. In accordance with Illinois law, the Mortgagor hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.
- (b) Placement of Collateral Protection Insurance. Unless Mortgagor provides Lender with evidence of the insurance coverage required by Mortgagor's agreement with Lender, Lender may purchase insurance at Mortgagor's expense to protect Lender's interests in Mortgagor's collateral. This insurance may, but need not, protect Mortgagor's interests. The coverage that Lender purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the collateral. Mortgagor may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Mortgagor has obtained insurance as required by Mortgagor's and Lender's agreement. If Lender purchases insurance for the collateral, Mortgagor will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Mortgagor's total outstanding balance or obligation. The cost of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.
- (c) Usury. Mortgagor represents and warrants that the amounts secured by this Mortgage will be used for the purposes specified in paragraph 815 ILCS 205/4(1) (c), and that the principal obligation secured hereby constitutes a "business loan" within the purview of said paragraph.
- (d) Illinois Collateral Protection Act. Unless Mortgagor provides Lender with evidence of the insurance coverage required by this Mortgage, Lender may purchase insurance at Mortgagor's expense to protect Lender's interests in the subject property. This insurance may, but need not, protect Mortgagor's interest. The coverage that Lender purchases may not pay any claim that Mortgagor may make or any claim that is made against borrower in connection with the subject property. Mortgagor may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Lender purchases insurance for the subject property, Mortgagor will be responsible for the costs of such insurance, including interest and any other charges that may be imposed in connection with the placement of such insurance, until the effective date of the cancellation or expiration of such insurance. Without limitation of any other provision of this Mortgage, the cost of such insurance shall be added to the indebtedness secured hereby. The cost of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.
- (24) Choice of Law. Illinois law shall exclusively govern the enforcement and interpretation of this Mortgage.

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(25) Cross-Default. You agree that if you default under any promissory note or mortgage you give us, we may consider and declare you to be in default under all unpaid notes and mortgages you have given us.

(26) CONFESSION OF JUDGMENT BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE STATE OF ILLINOIS, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS MORTGAGE AND WITH OR WITHOUT COMPLAINT FILED, AS OF ANY TERM, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS MORTGAGE. ALL ACCRUED INTEREST, LATE CHARGES AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS MORTGAGE, TOGETHER WITH INTEREST ON SUCH AMOUNT, TOGETHER WITH COSTS OF SUIT, AND COLLECTION FEES OF FIFTEEN PERCENT (15%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, OR IF GREATER THE SUM OF \$250.00 PER HOUR FOR EACH HOUR OF TIME SPENT BY LENDER, EMPLOYEES OF LENDER OR PROFESSIONALS EMPLOYED BY LENDER BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS MORTGAGE OR A COPY OF THIS MORTGAGE, VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS MORTGAGE TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIME UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS MORTGAGE. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL PRIOR TO SIGNING THIS MORTGAGE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS MORTGAGE. EACH BORROWER AGREES TO THE TERMS OF THE MORTGAGE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE MORTGAGE.

[SIGNATURE PAGE FOLLOWS]

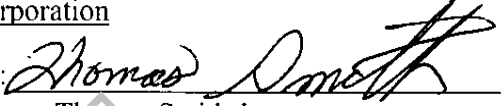
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The undersigned Mortgagor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him/her at his/her address hereinbefore set forth.

Date: August 23rd, 2023

MORTGAGOR:

ACG Real Estate Inc
Corporation

By: 
Name: Thomas Smith Jr
Title: President

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF IL)
) ss
COUNTY OF COOK)

On August 23rd 2023, before me, Dominic Thompson, a Notary Public,
personally appeared Thomas Smith Jr.
(Insert name and title exactly as they appear on signature page)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of IL that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Dominic Thompson
Notary Public



(Seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

LOT 8 (EXCEPT THE SOUTH 4 FEET THEREOF) IN BLOCK 1 IN J. YOUNG SCAMMON'S SOUTH PARK BLVD. SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY:

Common Address: 4114 Martin Luther King Jr Dr, Chicago, IL 60653
PIN# 20-03-117-015-0000

Property of Cook County Clerk's Office