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Doc#: 2329829084 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 10/25/2023 12:33 PM Pg: 1 of 9

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 13-05-320-013-0000**

Address:

Street: 5715 N. Merrimac Street

Street line 2:

City: Chicago

State: IL

ZIP Code: 60646

Lender: Jan Czaja, an individual

Borrower: LD Capital, LLC, by David Guggenheim, its Managing Member

Loan / Mortgage Amount: \$250,000.00

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

Certificate number: 7E738506-952C-4E86-ADB1-D5B464402936

Execution date: 9/26/2023

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MORTGAGE

THIS MORTGAGE is made this 27th day of September, 2023, between LD CAPITAL, LLC, by DAVID GUGGENHEIM, its Managing Member, an Illinois Limited Liability Corporation, (hereinafter referred to as "Mortgagor") and JAN CZAJA, an individual, (hereinafter referred to as "Mortgagee")

WHEREAS, the Mortgagor is justly indebted to the Mortgagee, in the principal sum of TWO HUNDRED AND FIFTY THOUSAND DOLLARS AND No/100 (\$250,000.00), payable to the order of and delivered to the Mortgagee, in and by which the Mortgagor promises to pay said entire principal amount upon sale of the property located at 5715 North Merrimac Street, Chicago, IL 60646.

NOW, THEREFORE, the Mortgagor, to secure the payment of the said principal sum of money due under said Mortgage in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements contained in this Mortgage, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described real estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, County of Cook in the State of Illinois, to wit:

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Property Legal Description:

LOT 26 IN BLOCK 2 IN A.T. MCINTOSH'S BRYN MAWR AVENUE ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOTS 1 AND 2 (EXCEPT THE EAST 46.83 FEET OF SAID LOT 1) IN CIRCUIT COURT PARTITION OF LOTS 13,14 AND 15 IN THE COUNTY CLERK'S DIVISION OF THE SOUTH ½ AND THE NORTH EAST ¼ OF THE SOUTH WEST ¼ OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE PART OF THE SOUTH 33 FEET LYING EAST OF THE NORWOOD PARK AVENUE) IN COOK COUNTY, ILLINOIS.

P.I.N: 13-05-320-013-0000

Property Address: 5715 N. Merrimac Street, Chicago, IL 60646

The above described property is referred herein as the "Premises".

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, 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 real estate 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 her successors or assigns shall be considered as constituting part of the real estate.

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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

MORTGAGOR COVENANTS that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage grant and convey the Premises, and that the Premises are unencumbered, and that there are no liens or mortgages of any type on the Premises, nor any rights that could result in future liens on the Premises. The Mortgagor is the sole owner in fee simple of the entire Premises. The lien created by this Mortgagee will constitute a first mortgage with superiority over any other encumbrances. Mortgagor warrants and will defend generally the title to the Premises against all claims and demands, subject to any encumbrances of record.

MORTGAGOR HEREBY MAKES THE FOLLOWING COVENANTS, CONDITIONS AND PROVISIONS WHICH ARE AN INTEGRAL PART OF THE MORTGAGE AND ARE BINDING ON MORTGAGOR:

1. Mortgagor shall (1) pay when due the principal of the debt evidenced by the Note and all other charges due under the Note; (2) promptly repair, restore or rebuild any buildings or

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improvements now or hereafter on the Premises which may become damaged or be destroyed; (3) keep said Premises in good condition and report, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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; (5) complete within a reasonable time any building or buildings now or at any time in process of erection or rehabilitation upon said Premises; (6) comply with all requirements of law or municipal ordinances with respect to the Premises and the uses thereof; (7) make no material alterations in said Premises except as required by law or municipal ordinance.

2. In the event of the enactment after this date of any law of Illinois (the internal laws of the State of Illinois are hereinafter referred to as the "Applicable Law") deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefore; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

3. If, by the laws of the United States of America or of any state having jurisdiction in the Premises, any tax is due or becomes due in respect of the issuance of the Note hereby secured, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

4. At such time as the Mortgagor is not in default either under the terms of the Note secured hereby or under the terms of this Mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of said Note (in addition to the required payments) as may be provided in said Note.

5. Mortgagor shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, lightning, windstorm, and other casualties 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 indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, 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.

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6. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore 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 said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged Premises and the lien hereof, 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 the Mortgagee on account of any default hereunder on the part of the Mortgagor.

7. The Mortgagee making any payment hereby authorized relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office 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.

8. Acceleration. Mortgagor shall pay each item of indebtedness herein mentioned or hereby required, including but not limited to each item of indebtedness due under the Note when due according to the terms hereof and the terms of the Note. Mortgagor shall also perform all agreements of Mortgagor herein contained or contained in the Note, in the manner provided hereby and by the Note. At the option of the Mortgagee and without notice to Mortgagor (unless notice is required by Applicable Law), all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable in full (a) immediately in the case of default in making payment of any payment of principal provided to be paid in the Note, or (b) when default shall occur and continue for ten days in the performance of any other agreement of the Mortgagor herein contained or contained in the Note.

9. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned, or otherwise provided for in other Sections of this Mortgage or in the Note, shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Applicable Law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage

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or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceedings which might affect the Premises or the security hereof.

10. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note; third, all principal remaining unpaid on the Note; fourth, any over plus to Mortgagor, her heirs, legal representatives or assigns, as their right may appear.

11. Upon or any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint receiver of said Premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other power which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency. The foregoing shall be to the fullest extent permitted by law.

12. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

13. The Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

14. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefore, or interested in said Premises, 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 the Mortgagee, notwithstanding such extension, variation or release.

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15. Mortgagee shall release this Mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

16. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and her successors, assigns, heirs, transferees, representatives and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Mortgagee" when used herein shall include the successors, heirs, legatees, representatives, beneficiaries, transferees, and assigns of the Mortgagee named herein, and the holder or holders, from time to time of the Note secured hereby.

17. Mortgagee may charge Mortgagor fees for any and all services performed in connection with Mortgagors' default, for purposes of protecting Mortgagee's interest in the Premises and rights under this Mortgage, except as prohibited by Applicable Law.

18. **Governing Law; Severability; Rules of Construction.** This Mortgage shall be governed by the internal laws of Illinois (the Applicable Law"). All rights and obligations contained in this Mortgage shall be governed by and are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Mortgage or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. All provisions of this Mortgage shall be construed, interpreted, and/or applied to assure their legality and enforceability under Applicable Law to the greatest extent possible.

As used in this Mortgage: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

19. **Transfer of the Premises.** As used in this Section 19 and everywhere else in this Mortgage, "Interest in the Premises" means any legal or beneficial interest in the Premises, including, but not limited to: (i) those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Mortgagor at a future date to a purchaser, and (ii) the ownership interest in any entity directly or indirectly owning the Premises.

If all or any part of the Premises or any Interest in the Premises is sold, mortgaged, hypothecated, pledged, conveyed, assigned, leased, or otherwise transferred, the entire principal balance of the Note shall be immediately due, owing and payable in full.

If Mortgagor fail to pay these sums, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

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20. Assignment of Leases and Rents. Upon Mortgagee's request after default, Mortgagor shall forthwith assign to Mortgagee all leases and security deposits pertaining to the Premises. Mortgagors hereby assign all rents from the Premises to the Mortgagee. Mortgagee is hereby authorized to collect said rents but will not do so until after this Mortgage is in default.

21. Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (as defined under state and federal environmental laws), or threaten to release any Hazardous Substances, on or in the Premises. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Premises (a) that is in violation of any environmental law, (b) which creates an environmentally dangerous condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Premises.

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22. 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.

IN WITNESS WHEREOF, the Mortgagor hereby executes this Mortgage on the date first above written, and in so doing accept and agree to all of the foregoing terms, conditions and covenants contained in this Mortgage.

MORTGAGOR:

LD CAPITAL, LLC


By: _____
David Guggenheim, its Managing Member

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Nicole Zuniga, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David Guggenheim, 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, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26 day of September, 2023.

Nicole Zuniga

Notary Public



My Commission Expires: 12/3/25

THIS INSTRUMENT PREPARED BY
David Guggenheim
931 Harvard Ln.
Wilmette, IL 60091

Mail to:
David Guggenheim
931 Harvard Ln.
Wilmette, IL 60091