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Illinois Anti-Predatory Lending Database Program

Doc#: 2407929008 Fee: \$107.00

KAREN A. YARBROUGH

COOK COUNTY CLERK'S OFFICE

Date 3/19/2024 12:02 PM Pg: 1 of 18

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 13-26-128-009-0000

Address:

Street: 2837 N. RIDGEWAY AVE.

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60618

Lender: ROBERT J. DI SILVESTRO, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE OF THE ROBERT J. DI SILVESTRO TRUST

Borrower: MIKE CABRERA, INDIVIDUALLY AND 2857 RIDGEWAY LLC

Loan / Mortgage Amount: \$300,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

Certificate number: B1FE246A-AF4C-4DEC-B179-B36DFF571A59

Execution date: 3/14/2024

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This instrument prepared by and after recording should be returned to:

Robert J. Di Silvestro
Di Silvestro & Associates
5231 N. Harlem Ave
Chicago, Illinois 60656

PINS: 13-36-128-009, 16-01-315-010
13-36-418-029, & 13-36-418-030

Common Address: 2837 N. Ridgeway Ave
911 N. Richmond Street
1736-38 N. Washtenaw Ave

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") is made as of the 14th day of March, 2024, between **Mike Cabrera, individually and 2857 Ridgeway LLC, an Illinois limited liability company**, of 1736 N. Washtenaw Avenue, Chicago, IL 60647 (collectively, "Mortgagor") and the **Robert J. Di Silvestro**, not individually but solely as Trustee of the Robert J. Di Silvestro Trust, of 5231 N. Harlem Ave, Chicago, Illinois 60656 (collectively, "Lender").

WHEREAS, Mortgagor is indebted to Lender in the principal sum of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, which indebtedness is evidenced by that certain Mortgage Note (as amended or restated from time to time, the "Note") issued by Mortgagor in favor of Lender dated as of even date herewith, wherein Mortgagor promises to pay said principal sum to the order of Lender and provides for payment of principal and interest at the rate and times as provided therein and for a final payment of all indebtedness due thereunder on **April 1, 2025**.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all charges provided herein and all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements contained herein and in the Note, all future advances and all other indebtedness of Mortgagor to Lender whether now or hereafter existing (collectively, the "Secured Indebtedness") and also in consideration of Ten Dollars (\$10.00), the receipt and sufficiency whereof is acknowledged, Mortgagor does hereby convey, grant, mortgage and warrant to Lender the real estate ("Real Estate"), and all of Mortgagor's estate, right, title and interest therein, located in the County of Lake, State of Illinois and described on Exhibit "A" attached hereto, subject only to covenants, conditions, easements and restrictions set forth on Exhibit "B", if any ("Permitted Encumbrances");

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

To have and to hold the Property unto Lender, its successors and assigns forever, for the purposes and uses set forth herein, free from all rights and benefits under any Homestead Exemption laws of the state in which the Property is located, which rights and benefits Mortgagor does hereby expressly release and waive.

Mortgagor and Lender hereby incorporate the foregoing preamble and recitals herein and covenant and agree as follows:

1. **Payment of Principal and Interest.** Mortgagor shall promptly pay or cause to be paid when due all Secured Indebtedness.
2. **Taxes and Assessments.** Mortgagor shall pay or cause to be paid when due all real estate taxes and assessments attributable to the Property (the "Impositions"). Mortgagor shall provide evidence reasonably satisfactory to Lender of compliance with these requirements if requested by Lender.

Upon request by Lender, Mortgagor shall make monthly escrow deposits to Lender in an amount equal to one-twelfth (1/12th) of one hundred ten percent (110.0%) of that portion of the total annual Impositions arising with respect to the Property for the most recent ascertainable tax year. Provided that no Event of Default (as defined herein) then exists, and no event which with

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notice, lapse of time or both would become an Event of Default, Lender shall pay when and to whom due and payable under applicable law, all of the aforesaid Impositions from the monies deposited pursuant to this Paragraph 2. Notwithstanding the foregoing, Lender does not assume any of Mortgagor's obligations under said laws to make such payments and nothing contained in this Mortgage or the other Loan Documents (as defined herein) shall require Lender to perform any such obligations of Mortgagor. Upon the occurrence of an Event of Default under this Mortgage, Lender shall not be obligated to make such payments, but, at its sole election and in its discretion, may make any or all such payments or apply such deposits to the Secured Indebtedness.

3. **Application of Payments.** Unless prohibited by applicable law, all payments received by Lender under this Mortgage, the Note and all other documents given to Lender to further evidence, secure or guarantee the Secured Indebtedness (collectively, the "Loan Documents") shall be applied by Lender first to payments required from Mortgagor to Lender under Paragraph 2, then to any sums advanced by Lender pursuant to Paragraph 8 to protect the security of this Mortgage, then to interest payable on the Note, and then to principal payable on the Note.

Any applications to principal of proceeds from insurance policies, as provided in Paragraph 6, or of condemnation awards, as provided in Paragraph 10, shall not extend or postpone the due date of any monthly installments of interest, or change the amount of such installments or of the other charges or payments provided in the Note or other Loan Documents.

4. **Prior Encumbrances; Liens.** Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement (collectively "Prior Encumbrances") creating a lien having priority over this Mortgage, including Mortgagor's covenants to make payments when due, if any. Any act or omission of Mortgagor which, with the giving of notice or the passage of time would constitute a default or event of default under any Prior Encumbrance or under any ground lease shall be an Event of Default under this Mortgage. Mortgagor shall promptly deliver to Lender all notices given or received of any defaults or events of default under any Prior Encumbrance or any ground lease. There are no Prior Encumbrances that are known to Mortgagor as of the date hereof. Nothing in this Paragraph 4 shall be deemed to permit a Prohibited Transfer (as defined herein).

Mortgagor shall keep the Property free from mechanics' and all other liens and encumbrances, except Permitted Encumbrances and statutory liens for real estate taxes and assessments not yet due and payable.

5. **Taxes and Assessments.** Mortgagor shall pay or cause to be paid when due all Impositions and water, sewer and other charges, fines and Impositions attributable to the Property and leasehold payments, if any, and all other sums due under any ground lease attributable to the Property. Mortgagor shall provide evidence satisfactory to Lender of compliance with these requirements promptly after the respective due dates for payment. Mortgagor shall pay, in full, but under protest in the manner provided by statute, any tax or assessment Mortgagor desires to contest.

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6. **Insurance.** Mortgagor, at its sole cost and expense, shall keep insured the Property with all-risk insurance against loss to the Property, if applicable, and general public liability insurance against death, bodily injury and property damage arising in connection with the Property. The all-risk and general public liability insurance shall name Lender as a Lender-loss payee and shall be in amount not less than the fair market value of the Property. All policies shall provide that the insurer may not cancel same without thirty (30) days prior written notice to Lender, unless such cancellation is for non-payment of premiums, in which case, the insurer shall give Lender ten (10) days prior written notice. Mortgagor will provide immediate written notice to Lender of any loss or damage to the Property caused by any casualty. In case of insurance policies about to expire, Mortgagor will, upon Lender's request, deliver to and deposit with Lender renewal policies not less than thirty (30) days prior to the respective dates of expiration and receipts for the payment of the premiums on all policies and renewals thereof. In the event of a deed in lieu of foreclosure or other foreclosure of title to the Property, all right, title and interest of Mortgagor in and to any policies then in force shall pass to the purchaser, grantee or assignee. The insurance shall be evidenced by certificates of insurance.

Mortgagor hereby acknowledges that the following notice by Lender is required by and given in full compliance with the Illinois Collateral Protection Act, 815 ILCS 180/10:

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 interest in the Property. 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 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 Property, Mortgagor will be responsible for the cost 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 insurance may be more than the cost of insurance Mortgagor may be able to obtain on their own.

7. **Use, Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Mortgagor shall not commit waste or permit impairment or deterioration of the Property. Mortgagor shall not allow store, treat or dispose of hazardous material, nor permit the same to exist or be stored, treated or disposed of, from or upon the Property. Mortgagor shall promptly restore or rebuild any buildings or improvements now or hereafter on the Property which may become damaged or destroyed. Mortgagor shall comply with all requirements of law or municipal ordinances with respect to the use, operation, and maintenance of the Property, including all environmental, health and safety laws and regulations, and shall make no material alterations in the Property, except as required by law, without the prior written consent of Lender. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent

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documents. If this Mortgage is on a ground leasehold, Mortgagor shall perform or cause to be performed all obligations of the lessee under the underlying ground lease.

8. **Protection of Lenders Security.** If Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage, the Note or the other Loan Documents, or if any action or proceeding is threatened or commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as it deems expedient or necessary to protect Lender's interest, including: (i) making repairs; (ii) discharging Prior Encumbrances in full or part; (iii) paying, settling, or discharging tax liens, mechanics' or other liens, paying ground rents (if any); (iv) procuring insurance; and (v) renting, operating and managing the Property and paying operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Property shall be operational and usable for its intended purposes. Lender, in making such payments of Impositions and assessments, may do so in accordance with any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of same or into the validity thereof.

Any amounts disbursed by Lender pursuant to this Paragraph 8 shall be part of the Secured Indebtedness and shall bear interest at the default interest rate provided in the Note (the "Default Rate"). Nothing contained in this Paragraph 8 shall require Lender to incur any expense or take any action hereunder, and inaction by Lender shall never be considered a waiver of any right accruing to Lender on account of this Paragraph 8.

9. **Inspection of Property and Books and Records.** Mortgagor shall permit Lender and its representatives and agents to inspect the Property from time to time during normal business hours and as frequently as Lender requests. Mortgagor shall keep and maintain full and correct books and records showing in detail the income and expenses of the Property. From time to time upon not less than five (5) days' demand, Mortgagor shall permit Lender or its agents to examine and copy such books and records and all supporting vouchers and data at its offices or at the address identified above.

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

11. **Mortgagor Not Released; Forbearance by Lender Not a Waiver; Remedies Cumulative.** Extension or other modification granted by Lender to any successor in interest of Mortgagor of the time for payment of all or any part of the Secured Indebtedness shall not

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operate to release, in any manner, the liability of Mortgagor. Any forbearance or inaction by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. Any acts performed by Lender to protect the security of this Mortgage, as authorized by Paragraph 8 or otherwise, shall not be a waiver of Lender's right to accelerate the maturity of the Secured Indebtedness. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively. No consent or waiver by Lender to or of any breach or default by Mortgagor shall be deemed a consent or waiver to or of any other breach or default.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective heirs, executors, legal representatives, successors and assigns of Lender and Mortgagor. If this Mortgage is executed by more than one Mortgagor, each Mortgagor shall be jointly and severally liable hereunder.

13. **Loan Charges.** If the Secured Indebtedness is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagor which exceeded permitted limits ("Excess Loan Charges") will, at Lender's option, either be refunded to Mortgagor or applied as a credit against the then outstanding principal balance or accrued and unpaid interest thereon. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. Neither Mortgagor nor any other guarantor or obligor of the Note shall have any action against Lender for any damages whatsoever arising from the payment of Excess Loan Charges.

14. **Legislation Affecting Lenders' Rights.** If an enactment, modification or expiration of an applicable governmental law, ruling or regulation has the effect of rendering any provision of the Note, this Mortgage or any of the other Loan Documents unenforceable according to its terms, Lender, at its option upon giving written notice to Mortgagor allowing Mortgagor sixty (60) days to pay off the balance of the Secured Indebtedness, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by Paragraph 19.

15. **Notice.** Except for any notice required under applicable law to be given in another manner, any notices required or given under this Mortgage shall be given by hand delivery, by nationally recognized overnight courier service or by certified mail, return receipt requested. Copies of notices to Mortgagor are to be directed to Mike Cabrera, 1736 N. Washtenaw Ave, Chicago, Illinois 60647. Copies of notices to Lender are to be directed to Robert J. Di Silvestro, 5231 N. Harlem Ave, Chicago, IL 60656. Notices shall be deemed to have been given and effective on the date of delivery if hand-delivered, the next business day after delivery to the nationally recognized overnight courier service if by such courier service, or two (2) business days after the date of mailing shown on the certified receipt, if mailed. Any party hereto may change the address to which notices are given by notice as provided herein.

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16. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage, the Note or any of the other Loan Documents conflicts with applicable law, or is adjudicated to be invalid or unenforceable same shall not affect other provisions of this Mortgage, the Note or any of the other Loan Documents which can be given effect without the conflicting, invalid or unenforceable clause or provision, and to this end the provisions of this Mortgage, the Note or any of the other Loan Documents are declared to be severable and the validity or enforceability of the remainder of the Loan Document in question shall be construed without reference to the conflicting, invalid or unenforceable clause or provision. However, if such conflicting, invalid or unenforceable clause or provision may be modified so as to not be conflicting and to be valid and enforceable as a matter of law, such provision shall be deemed to have been modified so as to not be conflicting and to be valid and enforceable to the maximum extent permitted by law.

17. **Prohibitions on Transfer of the Property.** It shall be an immediate default hereunder if, without the prior written consent of Lender, Mortgagor (a) shall create, effect or consent to or shall suffer or permit any conveyance, sale (including an installment sale), assignment, transfer, lien, pledge, hypothecate, mortgage, security interest, or other encumbrance or alienation, whether by operation of law, voluntarily or otherwise, of the Property or any part thereof or interest therein (each of the foregoing is referred to as a "Prohibited Transfer"), or (b) shall enter into any lease, sublease, rental contract, occupancy agreement, license or other arrangement pursuant to which any person or entity occupies or has the right to occupy or use of the Property or any part thereof or interest therein (each of the foregoing is referred to as a "Prohibited Lease"). In the event of such default, Lender may declare the entire unpaid balance, including interest, immediately due and payable.

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

(a) Mortgagor's failure to pay any installment of principal or interest when due and payable, whether at maturity or by acceleration or otherwise under the Note, this Mortgage, or any other Loan Document, or Mortgagor's failure to pay any other amount required under the Note, this Mortgage or any other Loan Document, and such failure is not cured within thirty (30) days after notice thereof given by Lender to Mortgagor;

(b) Mortgagor's failure to perform or observe any other covenant, agreement, representation, warranty or other provision contained in the Note, this Mortgage (other than an Event of Default described elsewhere in this Paragraph 18) or any other document or instrument evidencing, guarantying or securing the Secured Indebtedness, and such failure is not cured within thirty (30) days after notice thereof given by Lender to Mortgagor; provided, however, that if such Event of Default is not capable of being cured within said thirty (30) days, Mortgagor commences to cure such Event of Default within said thirty (30) days and thereafter Mortgagor diligently prosecutes the cure of such Event of Default, Mortgagor shall have such additional time as is reasonably

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necessary, not to exceed sixty (60) days, to cure such Event of Default; provided, however, that such cure period shall not apply to the other subparagraphs of this Paragraph 18;

(c) the occurrence of any material breach of any representation or warranty contained in the Note, this Mortgage or any other Loan Document;

(d) the occurrence of a Prohibited Transfer or entry by Borrower into a Prohibited Lease;

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

(f) all or a substantial part of Mortgagor's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon;

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

(h) an indictment or other charge is filed against Mortgagor, any guarantor or obligor under the Note in any jurisdiction, under any federal or state law, for which forfeiture of the Property or of other collateral securing the Secured Indebtedness is determined by Lender in its sole and absolute discretion, to be a potential penalty unless such charge is dismissed within sixty (60) days after filing;

(i) the death of one or both individuals constituting Mortgagor; or

(j) a breach, default or event of default occurs, whether by the lessor or the lessee, under any Leases (as defined herein) with respect to the Property which Lender deems material in its sole discretion; and

(k) any breach, default or event of default under the Note or any of the other Loan Documents.

19. **ACCELERATION; REMEDIES.** AT ANY TIME AFTER AN EVENT OF DEFAULT, LENDER, AT LENDER'S OPTION, MAY DECLARE ALL SUMS SECURED BY THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS

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MORTGAGE BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS INCLUDING ABSTRACTS AND TITLE REPORTS, ALL OF WHICH SHALL BECOME A PART OF THE SECURED INDEBTEDNESS AND IMMEDIATELY DUE AND PAYABLE, WITH INTEREST AT THE DEFAULT RATE. THE PROCEEDS OF ANY FORECLOSURE SALE OF THE PROPERTY SHALL BE APPLIED AS FOLLOWS: FIRST, TO ALL COSTS, EXPENSES AND FEES INCIDENT TO THE FORECLOSURE PROCEEDINGS; SECOND, AS SET FORTH IN PARAGRAPH 3 OF THIS MORTGAGE; AND THIRD, ANY BALANCE TO MORTGAGOR.

20. **Assignment of Leases and Rents.** All right, title, and interest of Mortgagor in and to all present and future leases affecting the Property, written or oral (individually, "Lease", and, collectively, "Leases"), and all rents, income, receipts, revenues, issues, avails and profits from or arising out of the Property (collectively "Rents") are hereby transferred and assigned to Lender as further security for the payment of the Secured Indebtedness, and Mortgagor hereby grants a security interest to Lender in and to the same. Each Lease shall, at the option of Lender, be paramount or subordinate to this Mortgage.

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

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

Upon an Event of Default, this Mortgage shall constitute a direction to each lessee under the Leases and each guarantor thereof, if any, to pay all Rents directly to Lender, to the extent allowed by law, without proof of the Event of Default. While this assignment is a present assignment, Lender shall not exercise any of the rights or powers conferred upon it by this Paragraph 20 until an Event of Default shall occur under this Mortgage. In the event Lender is prohibited or precluded from collecting the Rents upon an Event of Default, Mortgagor hereby agrees to remit to Lender all Rents collected by Mortgagor following such Event of Default, which amounts shall be applied to the Secured Indebtedness or to the operation and maintenance of the Property, in Lender's sole discretion.

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

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

21. **Environmental Laws and Hazardous Substances.** As used in this Paragraph 21, "Environmental Law" means all federal, state and local laws, regulations, ordinances court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or hazardous substance under any Environmental Law.

Mortgagor represents and warrants and agrees that:

- A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Laws.
- B. Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- A. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- B. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law and Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such event, Lender has the right, but not

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the obligation, to participate in any such proceeding including right to receive copies of any documents relating to such proceeding.

- C. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- D. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine: (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- E. Upon Lender's request at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of environmental engineer who will perform such audit is subject to Lender's approval.
- F. Lender may perform any of Mortgagor's obligations under this Paragraph 21 at Mortgagor's expense.
- G. Mortgagor hereby agrees to defend, indemnify and hold Lender harmless from and against, and shall reimburse Lender for, any and all losses, claims, liabilities, damages, injunctive relief, injuries to person, property or natural resources, costs and expenses or actions or causes of action arising or in connection with the release or presence of any Hazardous Substances or the violation or breach of any Environmental Laws, whether foreseeable or unforeseeable, irrespective of the source of such release or when such release occurred or is discovered. The foregoing indemnity includes, without limitation, all costs (a) of removal, remediation of any kind and disposal of such Hazardous Substances; (b) of determining whether the Property are in compliance, and all costs associated with causing the Property to be in compliance with all applicable Environmental Laws; (c) associated with any violation or compliance with any Environmental Laws; (d) associated with claims for damages to persons, property or natural resources; and (e) which any of Lender has incurred, including, but not limited to, attorneys' and consultants' fees and court costs.
- H. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this Paragraph 21 shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

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22. **Appointment of Receiver.** Upon acceleration under Paragraphs 17 or 19 or abandonment of the Property, and without further notice to Mortgagor, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the Rents including those past due. The receiver shall have the power to collect the Rents from the time of acceleration through the pendency of any foreclosure proceeding and during the full statutory period of redemption, if any. All Rents collected by the receiver shall be applied as the appointing court may direct and, in the absence of such direction, first to payment of the costs and expenses of the management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then as provided in Paragraph 3. The receiver shall be liable to account only for those Rents actually received.

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

24. **Security Agreement.** Without limiting any other provisions of this Mortgage, this Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State of Illinois (the "Code") with respect to all fixtures, apparatus, equipment, personal property or articles, and all replacements and substitutions, now or hereafter located on the Property as set forth in the description of the Property above, including but not limited to the air-conditioning, heating, gas, water, power, light, refrigeration, and ventilation systems which are presently located at the Property, and with respect to all funds and other sums which may be deposited with Lender pursuant hereto (collectively, the "Collateral"), and Mortgagor hereby grants to Lender a security interest in such Collateral. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Property. When the Secured Indebtedness shall become due, whether by acceleration or otherwise, Lender shall have all remedies of a secured party under the Code. This Mortgage is intended to be a financing statement with respect to any other Collateral which constitutes "fixtures" within the meaning of the Code. Upon request by Lender, at Mortgagor's sole cost and expense, Mortgagor shall execute and deliver for the benefit of Lender, in form and substance acceptable to Lender, any agreement, document or instrument necessary to perfect the security interest in the Collateral created hereby. Any Code requirement for reasonable notice shall be met if such notice is delivered as provided herein at least five (5) days prior to the time of any sale, disposition, or other event or matter giving rise to the notice (which period of time and method of notice is agreed to be commercially reasonable).

25. **Fixture Filing.** THIS INSTRUMENT CONSTITUTES A FIXTURE FINANCING STATEMENT UNDER THE ILLINOIS UNIFORM COMMERCIAL CODE COVERING THE ITEMS AND TYPES OF COLLATERAL DESCRIBED HEREIN. THE NAMES OF THE MORTGAGOR, AS DEBTOR, AND THE LENDER, AS SECURED PARTY, THE MAILING ADDRESS OF THE SECURED PARTY FROM WHICH INFORMATION CONCERNING THE SECURITY INTEREST MAY BE OBTAINED, THE MAILING ADDRESS OF THE DEBTOR AND A STATEMENT INDICATING THE TYPES, OR DESCRIBING THE ITEMS, OF COLLATERAL ARE AS DESCRIBED HEREIN, IN

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COMPLIANCE WITH THE REQUIREMENTS OF ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE, AS ENACTED IN THE STATE OF ILLINOIS.

26. **Compliance with Illinois Foreclosure Law.** If any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et. seq. of the Illinois Compiled Statutes) (the "Act"), the provisions of the Act shall take precedence over the 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. If any provision of this Mortgage shall grant to Lender any rights or remedies upon Mortgagor's default which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of such provision, Lender shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in Paragraph 19 of this Mortgage, shall be added to the Secured Indebtedness secured by this Mortgage or by the judgment of foreclosure.

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

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

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remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Note.

29. **ENTIRE AGREEMENT.** This Mortgage, along with the Note and other Loan Documents, constitutes the entire agreement and understanding of Mortgagor and Lender with respect to the subject matter thereof and supersedes and prior oral agreement between Mortgagor and Lender with respect to the subject matter thereof.

30. **RELATIONSHIP OF LENDER PARTIES.** At any time that Lender consists of two or more persons, the following shall apply: (a) such persons shall hold all rights and interests of Lender as tenants in common so that each such person shall hold an equal, undivided interest in the rights and interests of Lender under this Mortgage, the Note and other Loan Documents, and (b) any decision or action by Lender pursuant to this Mortgage, the Note, or the other Loan Documents shall require the affirmative consent of a majority in interest of such persons.

31. **JURISDICTION AND VENUE.** BORROWER AND LENDER IRREVOCABLY AGREE, AND HEREBY CONSENT AND SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE NINETEENTH JUDICIAL CIRCUIT COURT OF LAKE COUNTY, ILLINOIS, WITH REGARD TO ANY ACTIONS OR PROCEEDINGS ARISING FROM, RELATING TO OR IN CONNECTION WITH THE SECURED INDEBTEDNESS, THIS MORTGAGE, THE NOTE OR ANY OTHER LOAN DOCUMENTS. BORROWER HEREBY WAIVES ITS RIGHT TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION FILED IN THE NINETEENTH JUDICIAL CIRCUIT COURT OF LAKE COUNTY, ILLINOIS.

32. **WAIVER OF JURY TRIAL.** MORTGAGOR AND LENDER (BY ITS ACCEPTANCE HEREOF) EACH HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (i) UNDER THIS MORTGAGE, THE NOTE, THE OTHER LOAN DOCUMENTS OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH; OR (ii) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS. MORTGAGOR AND LENDER AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage and Security Agreement as of the date first above written.

MORTGAGOR:

Mike Cabrera

Mike Cabrera

2837 RIDGEWAY LLC, an Illinois limited liability company

Mike Cabrera Manager

Mike Cabrera, Manager

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I *Lisa Hermer*, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that each of **Mike Cabrera, individually and as Manager of 2837 Ridgeway LLC**, 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 or she signed, sealed and delivered said instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 14th day of March, 2024.



[Signature]

Notary Public
Printed Name: _____
My commission expires *6/26/24*

[Signature and Notary Page to Mortgage and Security Agreement]

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOT 39 IN ERNST STOCK'S DIVERSEY AVENUE ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOT 11 IN DAVLIN, KELLEY AND CARROLL'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 40, NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-26-128-009-0000

ADDRESS OF REAL ESTATE: 2837 N. RIDGEWAY AVE, CHICAGO, IL60618

PARCEL 2:

LOT 20 IN BLOCK 14 IN CARTER'S RESUBDIVISION OF BLOCKS 1, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14, 15 AND LOTS 2, 4 AND 5 IN BLOCK 17 ALL IN CARTER'S SUBDIVISION OF BLOCKS 1, 2, 3, 4 AND 7 IN CLIFFORD'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4) OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-01-315-010-0000

ADDRESS OF REAL ESTATE: 911 RICHMOND ST, CHICAGO, IL 60622

PARCEL 3:

LOT 9 AND 10 IN WAYS SUBDIVISION OF LOTS 1, 2, 3, 4 AND 5 IN BLOCK 6 IN BORDEN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 13-36-418-029-0000 AND 13-36-418-030-0000

ADDRESS OF REAL ESTATE: 1736-1738 N. WASHTENAW AVE, CHICAGO, IL 60647

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EXHIBIT "B"

PERMITTED ENCUMBRANCES

General real estate taxes not yet due and payable, covenants, conditions and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate.

Property of Cook County Clerk's Office