



2409511031

Doc# 2409511031 Fee \$88.00
ILRHSP FEE:\$18.00 RPRF FEE:\$1.00
KAREN A. YARBROUGH
COOK COUNTY CLERK'S OFFICE
DATE: 4/4/2024 12:01 PM
PAGE: 1 OF 6

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: PIN: 17-10-207-028-0000

Address:

Street: 300 E. Ohio Street, Chicago, IL 60611

Street line 2:

City: Chicago

State: IL

ZIP Code: 60611

Lender: HILTON RESORTS CORPORATION, A DELAWARE CO.

Borrower: CHARLES R. WHEELER

Loan / Mortgage Amount: \$20,885.96

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: D98D09EA-8A48-4D74-B898-ED68D3B83E02

Execution date: 6/5/2023

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THIS DOCUMENT WAS
PREPARED BY:
Wayne F. Osoba, Esq.
Foley & Lardner LLP
321 North Clark Street
Chicago, Illinois
60654-5313

AND AFTER
RECORDING RETURN
TO:
Jaribel
Alvarez
Hilton Resorts
Corporation
6355 MetroWest Blvd.
Suite #180
Orlando, Florida 32835

[This space reserved for recording data.]

**MM VACATION SUITES
MORTGAGE**

THIS MORTGAGE is executed as of the 5 day of June, 2023, between the undersigned Mortgagor (hereinafter "**Borrower**"), whose post office address is c/o Hilton Resorts Corporation, 6355 MetroWest Boulevard, Suite 180, Orlando, Florida, 32835, and HILTON RESORTS CORPORATION, a Delaware corporation, as Mortgagee (hereinafter "**Lender**") whose mailing address is 6355 MetroWest Boulevard, Suite 180, Orlando, Florida, 32835.

WHEREAS, Borrower is indebted to Lender in the initial principal sum of Twenty thousand eight hundred eighty five AND 96/100 U.S. DOLLARS, (\$ 20,885.96), which indebtedness is evidenced by Borrower's Promissory Note of even date herewith (herein "**Note**"), providing for certain monthly installments of principal and interest, with the balance of indebtedness due and payable on or about June 20, 2033.

In consideration of Lender advancing purchase money financing to Borrower for the purchase of the "Property" described below, in order to secure in favor of Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith and/or in accordance with the Note to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to or for the benefit of Borrower by Lender (herein "**Future Advances**"), Borrower does hereby mortgage, warrant, grant and convey to Lender the real property located at 300 East Ohio Street, Chicago, Illinois 60611, and more particularly described in Exhibit "A" attached hereto and located in the County of Cook, State of Illinois:

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, proceeds, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain part of the property covered by this Mortgage and all of the foregoing, together with said property are herein referred to as the "Property". Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, warrant, grant and convey the Property, that the property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands whatsoever subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in the title insurance policy issued on or prior to the date hereof and insuring Lender's interest under this Mortgage in the Property.



* 9 0 M T G *

Contract # 90-502270

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Borrower and Lender covenant and agree as follows:

1. Borrower hereby acknowledges that, in conjunction with the execution of this Mortgage, Borrower has received from Lender a copy of the Declaration of Uniform Mortgage Covenants, executed by the Developer and recorded on October 4, 2019 at 03:56PM as Document # 1929762169 in the Cook County Records of Chicago, Illinois (the "Uniform Mortgage Covenants");

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK.)

Property of Cook County Clerk's Office

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2. Borrower hereby acknowledges and agrees that: (i) the above-referenced Uniform Mortgage Covenants are incorporated herein by reference; and (ii) by execution of this Mortgage Borrower agrees to comply with the terms and conditions stated in such Uniform Mortgage Covenants.

3. Borrower acknowledges that no deficiency judgment shall be sought by Lender in the event borrower fails to complete his/her contract.

4. Governing Law and Waiver of Trial by Jury. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED UNDER AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS AND THE COURTS OF THE STATE OF ILLINOIS IN THE COUNTY OF COOK SHALL BE THE EXCLUSIVE COURTS OF JURISDICTION AND VENUE FOR ANY LITIGATION OR OTHER PROCEEDING THAT MAY BE BASED ON, ARISE OUT OF, UNDER OR IN CONJUNCTION WITH THIS AGREEMENT. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER EXTENDING THE LOAN EVIDENCED BY THE NOTE TO BORROWER.

5. If the Borrower fails to make timely payments under the obligation secured by this Mortgage or is otherwise deemed in default of this Mortgage beyond any applicable notice and cure period, the lien against the Borrower's timeshare interest created by this Mortgage may be foreclosed in accordance with a judicial foreclosure pursuant to the Illinois Mortgage Foreclosure Law, *Illinois Compiled Statutes, 735 ILCS 5/15-1101 et seq.*, or in accordance with a nonjudicial foreclosure pursuant to the Illinois Timeshare Lien and Security Act, *Illinois Compiled Statutes, 770 ILCS 103/1 et seq.*, either of which shall result in the loss of Borrower's timeshare interest.

IN WITNESS WHEREOF, Borrower has executed this Mortgage under seal on the day and year first written above.



CHARLES R. WHEELER Borrower

Borrower

Borrower

Borrower

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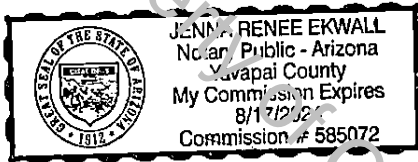
STATE OF Arizona
COUNTY OF Yavapai

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on June 5, 2023, by:

CHARLES R. WHEELER

who is/are personally known to me or has produced Driver License as identification.

(NOTARY SEAL)



(Notary Signature)

Jenna Renee Ekwall

(Notary Name Printed) NOTARY PUBLIC

Commission No. 585072

Commission Expires: 8-17-24

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Exhibit "A"

LEGAL DESCRIPTION MM VACATION SUITES FLOATING UNIT/FLOATING TIME USE RIGHTS VACATION OWNERSHIP INTEREST

Permanent Index Numbers: 17-10-207-028-0000

Common Address: MM Vacation Suites, 300 East Ohio Street, Chicago, Illinois 60611

7 505

A Vacation Ownership Interest in MM VACATION SUITES (the "Project") consisting of the following:

An undivided 0.12219827332367500 % fee simple interest in and to Phase 3 in perpetuity as tenant(s) in common with the Owners of other Vacation Ownership Interests in and to said Phase, that is part of Lots 1 to 8, inclusive, in Sub-Block 2 in Subdivision of Block 31 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County Illinois, as established by and subject to that certain Declaration of Covenants, Conditions and Restrictions and Vacation Ownership Instrument for MM Vacation Suites, recorded August 8, 2019, in the Cook County Recorder of Deeds Office as Document No. 1922017000, as amended from time to time (the "Timeshare Declaration"), together with the following:

(a) The recurring right to reserve, use and occupy a STUDIO PREMIER Suite Configuration on a Floating Unit/Floating Time basis for a full week every YEAR during the SILVER Season, in accordance with and subject to the Timeshare Declaration, together with the right in common with all other Owners to use and enjoy the Common Area of the Project during the Occupancy Period reserved to the aforesaid Vacation Ownership Interest;

and

(b) Membership in the Hilton Grand Vacations Club program

Interval Control Number: 90-2505- 2-7 -

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