

Illinois Anti-Predatory Lending Database Program

Doc#: 2417724240 Fee: \$107.00
CEDRIC GILES
COOK COUNTY CLERK'S OFFICE
Date 6/25/2024 11:51 AM Pg: 1 of 8

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: PIN: 07-13-408-009-0000

Address:

Street: 1730 EAST HIGGINS ROAD

Street line 2:

City: SCHAUMBURG

State: IL

ZIP Code: 60173

Lender: SOMERCOR 504, INC.

Borrower: SHREE ISHAK CORPORATION

Loan / Mortgage Amount: \$1,510,000.00

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: 79A2F2F2-D875-40CA-91FC-B86551EF9ECD

Execution date: 4/24/2024

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PREPARED BY:

SomerCor 504, Inc. | Janet Pacheco
209 South LaSalle Street, Suite 203
Chicago, Illinois 60604

WHEN RECORDED MAIL TO:

SomerCor 504, Inc. | Janet Pacheco
209 South LaSalle Street, Suite 203
Chicago, Illinois 60604

SBA Loan #: 48997491-00
SBA Loan Name: Best Western Schaumburg - O'Hare NW
Note Maturity: 25 years

PREMIER TITLE
1000 JORIE BLVD., SUITE 138
OAK BROOK, IL 60523
630-671-2111

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

This MORTGAGE ("Mortgage") is made and entered into as of this 24th day of April, 2024, by and between Shree Ishak Corporation, a Corporation (hereinafter referred to as Mortgagor) and SOMERCOR 504, INC. (hereinafter referred to as either Mortgagee or LDC), who maintains an office and place of business at 209 South LaSalle Street, Suite 203, Chicago, Illinois 60604.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the Mortgagor does hereby mortgage, sell, grant, assign, and convey unto the Mortgagee, its successors and assigns, all of the property legally described in Exhibit A, situated and being in the City of Schaumburg, County of Cook, State of Illinois ("Real Property"), together with the following described property (the "Other Property"):

- (a) All buildings and other improvements of every kind and description now or hereafter erected or placed on the Real Property, and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included as part of the Other Property immediately upon the delivery thereof to the Real Property;
- (b) All right, title, and interest of Mortgagor, including any after-acquired title or reversion, in and to the rights-of-ways, streets, avenues, sidewalks, and alleys adjoining the Real Property;
- (c) Each and all of the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties and privileges of the Real Property in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity, as well as any after acquired title, franchise or license and the reversions and remainders thereof;
- (d) All rents, issues, deposits and profits accruing and to accrue from the Real Property and Other Property and the avails thereof.
- (e) All of Mortgagor's rights and claims, in and to all accounts, accounts receivable, security deposits, insurance premium rebates, writings evidencing a monetary obligation, contract rights and other creditor's interests existing in favor of, owned or acquired by Mortgagor with respect to the Real Property; all contracts relating to the use, operation, occupation, maintenance, repair or construction of the Real Property; all permits, licenses, franchises benefiting the Real Property, together with the benefit of any deposits or payments now or hereafter made by Mortgagor or on its behalf in connection with the

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foregoing; and all books and records, including but not limited to all lease documents, relating to the Real Property and Other Property;

- (f) All machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, without limitation, all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, and all plumbing, lighting, communications and elevator fixtures) and other property of every kind and description now or hereafter owned by Mortgagor and located upon or in, and used or useful in connection with, the operation, maintenance or occupancy of the Real Property or the Other Property, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are attached to such improvements; and
- (g) All judgments, awards of damages or settlements related to and all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including but not limited to proceeds of insurance and/or condemnation, and all products, additions, accessions, attachments, parts, replacements and substitutes therefor, free from all rights and benefits under and by virtue of the homestead exemption laws; property (provided, however, that the Mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder); To have and to hold the same unto the Mortgagee and the successors in interest of the Mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The Mortgagor acknowledges and agrees that all of the Other Property now and hereafter owned by Mortgagor and placed by Mortgagor on the Real Property or used in connection with the operation or maintenance thereof shall, so far as permitted by law, be deemed for the purposes of this Mortgage to be part of the real estate constituting and located on the Real Property and covered by this Mortgage, and as to any of the Other Property which is not part of the Real Property or does not constitute a "fixture," as such term is defined in the Uniform Commercial Code (the "Code"), as enacted in the state in which the Real Property is located, this Mortgage shall be deemed to be, as well, a security agreement under the Code for the purpose of creating hereby a security interest in the Real Property, which Mortgagor hereby grants to Mortgagee as "secured party," as such term is defined in the Code. All Other Property acquired by Mortgagor after the date hereof which is required or intended by the terms of this Mortgage to be subjected to the lien and security interest of this Mortgage shall immediately upon the acquisition thereof by Mortgagor, and without any further mortgage, conveyance, assignment or transfer, become subject to the lien and security interest of this Mortgage.

The Mortgagor covenants that Mortgagor is lawfully seized and possessed of and has the right to sell and convey said Real Property and/or Other Property; that the same is free from all encumbrances except as hereinabove recited; and that Mortgagor binds itself and its successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment or guaranty of payment of a promissory note ("Promissory Note") dated of even date herewith in the principal sum of \$1,510,000.00.

Said Promissory Note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with Title 13 CFR Section 101.106(b) of the Rules and Regulations relating to the Small Business Administration), this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The Mortgagor covenants and agrees as follows:

- a) To promptly pay the indebtedness evidenced by said Promissory Note at the times and in the manner therein provided;
- b) To pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefore to the said Mortgagee;
- c) To pay such expenses and fees as may be incurred in the protection and maintenance of said Real Property and/or Other Property, including the fees of any attorney employed by the Mortgagee for the collection of

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any or all of the indebtedness hereby secured, or foreclosure by Mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said Real Property and/or Other Property. Attorneys' fees reasonably incurred in any other way shall be paid by the Mortgagor;

- d) For better security of the indebtedness hereby secured, upon the request of the Mortgagee, its successors or assigns, Mortgagor shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the Real Property and/or Other Property hereinabove described and all Real Property and/or Other Property acquired by it after the date hereof (all in form satisfactory to Mortgagee). Furthermore, should Mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the Real Property and/or Other Property described by this instrument, Mortgagor hereby agrees to permit Mortgagee to cure such default, but Mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions;
- e) The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said Promissory Note or any part thereof secured hereby;
- f) To continuously maintain hazard insurance, of such type or types and in such amounts as the Mortgagee may from time to time require on the improvements now or hereafter on said Real Property and/or Other Property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss, Mortgagor will give immediate notice in writing to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the Real Property and/or Other Property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said Real Property and/or Other Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or Mortgagee or, at the option of the Mortgagee, may be surrendered for a refund;
- g) To keep all buildings and other improvements on said Real Property and/or Other Property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said Real Property and/or Other Property or any part thereof; in the event of failure of the Mortgagor to keep the buildings on said Real Property and/or Other Property and those erected on said Real Property and/or Other Property, or improvements thereon, in good repair, the Mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payments shall be immediately due and payable; and shall be secured by the lien of this mortgage;
- h) To not voluntarily create or permit to be created against the Real Property and/or Other Property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the Mortgagee; and further, that Mortgagor will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said Real Property and/or Other Property.
- i) To not rent or assign any part of the rent of said mortgaged Real Property and/or Other Property or demolish, or remove, or substantially alter any building without the written consent of the Mortgagee;
- j) All awards of damages in connection with any condemnation for public use of or injury to any of the Real Property and/or Other Property subject to this mortgage are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under said note, and Mortgagee is hereby authorized, in the name of the Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award;
- k) The Mortgagee shall have the right to inspect the mortgaged Real Property and/or Other Property at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the Mortgagor's right to possession, use, and enjoyment of the Real Property and/or Other Property, at the option of the Mortgagee or its assignees (it being agreed that the Mortgagor shall have such right until default). Upon such default, the Mortgagee shall become the owner of all the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said Real Property and/or Other Property for the

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purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said Real Property and/or Other Property to that extent.

3. The Mortgagor covenants and agrees that if Mortgagor shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the Promissory Note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the Mortgagee or assigns, regardless of maturity, and the Mortgagee or its assigns may before or after entry sell said Real Property and/or Other Property without appraisal (the Mortgagor having waived and assigned to the Mortgagee all rights of appraisal):

- (a) at judicial sale pursuant to the provisions of 28 U.S. Code Section 2001(a); or
- (b) at the option of the Mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said Real Property and/or Other Property is situated, all other notice being hereby waived by the Mortgagor (and said Mortgagee, or any person on behalf of said Mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the Real Property and/or Other Property to be sold or at the Federal, county, or city courthouse for the county in which the Real Property and/or Other Property is located. The Mortgagee is hereby authorized to execute for and on behalf of the Mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said Real Property and/or Other Property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said Mortgagor hereby constitutes and appoints the Mortgagee or any agent or attorney of the Mortgagee, the agent and attorney in fact of said Mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity of right of redemption, homestead, dower, and all other exemptions of the Mortgagor, all of which are hereby expressly waived and conveyed to the Mortgagee; or
- (c) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the Real Property and/or Other Property.

In the event of a sale as hereinbefore provided, the Mortgagor or any persons in possession under the Mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said Real Property and/or Other Property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the Mortgagee for the purpose of protecting or maintaining said Real Property and/or Other Property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said Real Property and/or Other Property is sold at a judicial foreclosure sale or pursuant to the power of sale here in above granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said Promissory Note, the Mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the Mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee or other expense charged against the Real Property and/or Other Property, the Mortgagee is hereby authorized at its option to pay the same. Any sums so paid by the Mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the Mortgagor shall pay and discharge the indebtedness evidenced by said Promissory Note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

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7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the Mortgagor pursuant to the provisions of this instrument shall be addressed to the Mortgagor at 1730 East Higgins Road, Schaumburg, IL 60173-5114, and any written notice to be issued to the Mortgagee shall be addressed to the Mortgagee at 332 S. Michigan Avenue, Suite 600, Chicago, Illinois 60604.

11. Mortgagor on behalf of herself/himself and each and every person claiming by, through or under Mortgagor, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to Mortgagee's right to any remedy, legal or equitable, which Mortgagee may pursue to enforce payment or to effect collection of all or any part of the indebtedness secured by this mortgage, and without prejudice to Mortgagee's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this mortgage.

12. Mortgagor hereby releases and waives all rights under and by the homestead exemption laws of this state.

13. Mortgagee may, at Mortgagee's option declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Mortgagee's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of the Real Property or any right, title or interest in the Real Property; whether voluntary or involuntary; whether by outright sale, deed or installment sale contract, land contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Mortgagee if such exercise is prohibited by federal law or by Illinois law.

14. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Promissory Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or State law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Promissory Note secured by this instrument.

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IN WITNESS WHEREOF, the Mortgagor has executed this instrument and the Mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

Shree Ishak Corporation

By: Rajnikant Kalidas Patel
Rajnikant Kalidas Patel, President

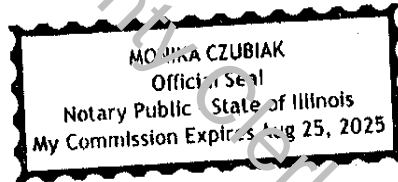
STATE OF ILLINOIS)
COUNTY OF COOK)

The undersigned, a notary public in and for said County, in the State aforesaid, does hereby certify that Rajanikant Kalidas Patel, known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 24th day of April, 2024.

[Signature]

My Commission Expires: 8.25.25.



Property of Cook County Notary Public's Office

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN JUDITH JOHNSON SIXTH RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN JUDITH JOHNSON FIFTH RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1981 AS DOCUMENT 25835316 IN COOK COUNTY, ILLINOIS.

PARCEL 2A:

NON-EXCLUSIVE PERPETUAL EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS TO KIMBERLY DRIVE OVER, ALONG AND ACROSS THE WEST 13.5 FEET OF LOT 3 IN JUDITH JOHNSON SIXTH RESUBDIVISION AFORESAID, AND THE EAST 13.5 FEET OF LOT 1 IN JUDITH JOHNSON FOURTH RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, AFORESAID, AS CREATED BY PLAT OF JUDITH JOHNSON FOURTH RESUBDIVISION RECORDED AS DOCUMENT 24804010 AND BY DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 26, 1974 AND KNOWN AS TRUST NUMBER 47381 TO LA QUINTA MOTOR INNS, INC., A CORPORATION OF TEXAS RECORDED APRIL 29, 1981 AS DOCUMENT 25853698.

PARCEL 2B:

NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT FOR RECIPROCAL ACCESS AND PARKING DATED AS OF SEPTEMBER 21, 2015 AND RECORDED SEPTEMBER 22, 2015 AS DOCUMENT 1526544052 BY AND BETWEEN LQ PROPERTIES, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND IL. & IN. RESTAURANT REALTY, LLC FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER AND UPON THE PARKING AREAS, DRIVEWAYS AND DRIVE AISLES NOW EXISTING OR CONSTRUCTED IN THE FUTURE OVER LOT 2 IN JUDITH JOHNSON SIXTH RESUBDIVISION TO THE SOUTH LINE OF THE EASEMENT CREATED BY DEED RECORDED APRIL 29, 1981 AS DOCUMENT 25853698 OVER THE WEST 13.5 FEET OF LOT 3 IN JUDITH JOHNSON SIXTH RESUBDIVISION AND THE EAST 13.5 FEET OF LOT 1 IN JUDITH JOHNSON FOURTH RESUBDIVISION.

ADDRESS: 1730 EAST HIGGINS ROAD, SCHAUMBURG IL 60173

PIN: 07-13-408-009-0000