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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud

844-768-1713

CPM-1012A7KA

Doc#: 2425420403 Fee: \$107.00

CEDRIC GILES

COOK COUNTY CLERK'S OFFICE

Date 9/10/2024 12:18 PM Pg: 1 of 9

The property identified as: **PIN: 17-28-319-008-0000**

**Address:**

**Street:** 2919 S Emerald Avenue

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60616

**Lender:** Zdenka Vasilj

**Borrower:** TDJ Holdings, LLC and Dane Jurkovic

**Loan / Mortgage Amount:** \$290,000.00

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:** 7DB1887E-9B32-4F02-AB30-CF4CE90BFD2F

**Execution date:** 8/16/2024

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PREPARED BY: ANTHONY PERAICA, ESQ.  
 5130 S. ARCHER AVENUE  
 CHICAGO, IL 60632

After Recording Mail To:

*ANTHONY PERAICA, ESQ.  
 5130 S. ARCHER AVE.  
 CHICAGO, IL 60632*

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**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT  
 AND FIXTURE FILING**

**THIS MORTGAGE**, made on August 16th, 2024, is between TDJ Holdings, LLC., an Illinois Limited Liability Company and Dane Jurkovic, individually, ("Mortgagor") and Zdenka Vasilj ("Mortgagee").

Mortgagor mortgages to Mortgagee, that property in the City of Chicago, County of Cook, State of Illinois, described as follows ("Real Property"):

LOT 41 IN BLOCK 4 IN ALBERT CRANE SUBDIVISION OF THE SOUTH THREE QUARTERS OF THE WEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY TAX ID NO. 17-28-319-008-0000  
 STREET ADDRESSES: 2919 S. Emerald Avenue  
 Chicago Il., 60616

Together with (a) all rents, income, contract rights, issues and profits now due or which may become due under or by virtue of any lease, rental agreement or other contract, whether written or oral, for the use or occupancy of the Real Property, or any part thereof, together with all tenant security deposits, subject however, to the right, power and authority hereinafter given to and conferred upon Mortgagor to collect and apply such rents, issues, income, contract rights, security deposits and profits prior to any default hereunder; (b) all buildings and improvements now or hereafter thereon, and all appurtenances, easements, rights in party walls, water and water rights, pumps and pumping plants and all shares of stock evidencing the same; (c) all fixtures and property now or hereafter attached to or used in the operation of the Real Property, including but not limited to appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse or garbage, all wallbeds, wallsafes, built-in-furniture and

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installations, shelving, partitions, door stops, vaults, elevators, dumbwaiters, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for the same, fire sprinklers, alarm systems, drapery rods and brackets, screens, linoleum, carpets, plumbing, laundry tubs and trays, ice boxes, refrigerators, heating units, stoves, water heaters, incinerators, communication systems and all installations for which any such building is specifically designed; (d) all awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Real Property; (e) any books and records relating to the use and operation of all or any portion of the Real Property, all present and future plans and specifications and contracts relevant to the design, construction, management or inspection of any of the construction of any improvements on the Real Property and all present and future licenses, permits, approvals and agreements with or from any municipal corporation, county, state or other governmental or quasi-governmental entity relevant to the developments, improvement or use of all or any portion of the Real Property; and (f) all rights of the Mortgagor in and to any escrow or withhold agreements, surety bonds, warranties, management contracts, leasing or sales agreements with any real estate agents or brokers, and service contracts with any entity, which are in any way relevant to the development, improvement, leasing, sale or use of the Real Property or to any personal property located thereon, and all of said items whether now or hereinafter installed being hereby declared to be, for all purposes of this Mortgage, a part of the realty, and all the estate, interest or other claim or demand, including insurance, in law as well as in equity, which Mortgagor now has or may hereafter acquire, in and to the aforesaid property; the specific enumerations herein not excluding the general. The real Property and all of the foregoing shall constitute the "Property".

This Mortgage is made for the purposes of securing, in such order of priority as Mortgagee may elect: (a) payment of the indebtedness in the sum of \$ 290,000.00 evidenced by that certain Note of even date herewith the signer of which are hereinafter referred to as "Borrower", delivered to Mortgagee and payable to its order, with final payment due on the first day of August, 2031, which is the maturity date of this Mortgage, and any and all modifications, extensions or renewals thereof, whether hereinafter evidenced by the Note or otherwise ("Note"); (b) all payments of the indebtedness according to the terms of the Note; (c) payment of all other sums becoming due and payable under the provisions hereof to Mortgagee; (d) performance of each and every condition, obligation, covenant, promise and agreement of Mortgagor contained herein, or in the Note.

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**Mortgagor Covenants and Warranties.** Mortgagor hereby warrants that: (a) Mortgagor is the owner in fee simple absolute of the Real Property and every part thereof; (b) the Property is free, and will be kept free, from all liens and encumbrances, except those accepted by Mortgagee in writing, and Mortgagor will defend the title hereby granted to and in favor of Mortgagee against all and every person claiming or to claim the same; (c) the loan proceeds are not for use primarily for personal, family or household purposes; (d) there are no actions, lawsuits or other proceedings pending or threatened against Mortgagor which may adversely affect the ability of Mortgagor to perform its obligations under the Note or other documents which evidence or secure the Loan ("Loan Documents; (e) consummation of the loan secured hereby and performance under the Loan Documents will not conflict with or result in a breach of any law, regulation or court order applicable to Mortgagor.

A. Mortgagor agrees as follows:

1. **Payment of Indebtedness; Performance of Covenants.** Mortgagor shall pay each and every installment on the Note and all other indebtedness secured hereby, as and when the same shall become due, and perform and observe all of the covenants, agreements and provisions contained herein, in the Note and any other instrument given as security for the payment of the Note.

2. **Insurance.**

(a) **Property and Other Insurance.** Mortgagor shall obtain and maintain in full force and effect during the term of this Mortgage insurance providing (i) protection against fire in amounts not less than the \$1,000,000.00 (ii) comprehensive general public liability coverage with limits of \$500,000,000 for aggregate liability and a single limit of \$ 500,000.

(b) **Insurance Companies and Policies.** The policies described in Paragraphs 2a and above shall contain a standard mortgagee clause naming Mortgagee as the first mortgagee with loss proceeds under the policy payable to Mortgagee to the extent of the outstanding balance of the Note.

(c) **Blanket Policy.** If a blanket policy is issued, Mortgagor shall furnish Mortgagee with a certified copy of said policy, together with a certificate indicating that Mortgagee is the additional insured under said policy in the proper designated amount.

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- (d) Notice of Loss. In the event of loss, Mortgagor shall immediately notify Mortgagee. Mortgagee may make proof of loss if it is not made promptly by Mortgagor.

3. Defense. Mortgagor shall appear in and defend any action or proceeding purporting to affect the Property or any other security for the Note or the rights or powers of Mortgagee.

4. Taxes and Assessments. Mortgagor shall pay when due all taxes and assessments affecting the Property

5. Security Agreement.

- (a) Grant of Security Interest. With respect to any portion of the property which constitutes personal property or fixtures governed by the Uniform Commercial Code of the State where to the Property is located ("Code"), this Mortgage shall constitute a security agreement between Mortgagor as Debtor and Mortgagee as Secured Party, and Mortgagor hereby grants to Mortgagee a security interest in such portion of the Property. Cumulative of all of the other rights of Mortgagee hereunder, Mortgagee shall have all of the rights conferred upon secured parties by the Code.

- (b) Fixture Filing. With respect to those items of the Property that are or will become fixtures upon the Property, this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Property is situated.

B. It is mutually agreed that:

1. Application of Insurance or Condemnation Proceeds. All sums paid under any insurance policy or condemnation award shall be paid to the Mortgagor. Mortgagee agrees to allow the use of sums paid for repair and reconstruction of the Property provided.

2. Non-Waiver. No waiver of any default on the part of the Mortgagor or breach of any of the provisions of this Mortgage or of any other instrument executed in connection with the indebtedness secured hereby shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement

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of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time.

3. **Release.** When all sums secured hereby have been paid, and upon the surrender of this Mortgage and the Note for cancellation and retention, Mortgagee shall release the lien of the Mortgage.

4. **Assignment of Rents.** Mortgagor hereby assigns to Mortgagee absolutely, not only as collateral, the present and future rents, income, issue and profits of the Property and hereby gives and confers upon Mortgagee the right, power and authority, during the continuance of this Mortgage, to collect the rents, income, issues and profits of the Property, reserving unto Mortgagor the right, prior to any uncured default by Mortgagor, to collect and retain such rents, income, issues and profits as they become due and payable.

5. **Mortgagor's Right to Cure.** Should Mortgagor fail to make any payment or to do any act as provided in this Mortgage, in the Note or in any other instrument securing the Note, Mortgagee shall provide written notice of such default and Mortgagor shall have fifteen (15) business days after receipt of Notice to: 1) cure a Payment Default; and 2) initiate necessary steps to cure non-payment alleged defaults.

6. **Default.** Time is material and of the essence hereof with respect to the payment of any sums of any nature by and the performance of all duties or obligations of Mortgagor. Each of the following shall be an "Event of Default" under this Mortgage: (a) failure of Mortgagor to make any payment of principal or any other payment required by the provisions of the Note, this Mortgage, or any other instrument securing the Note on the date such payment or payments are due; (b) failure to perform any other provision of this Note, this Mortgage, or any other instrument securing the Note; (c) a proceeding under any bankruptcy, receivership or insolvency law instituted by or against the Mortgagor; (d) the making of an assignment for the benefit of creditors by the Mortgagor. Any Event of Default under this Mortgage shall constitute a default under the Note and under all other security instruments securing the Note. Any default under such other security instruments shall constitute a default under this Mortgage.

7. **Foreclosure.** Mortgagee may foreclose this Mortgage and obtain a decree foreclosing Mortgagor's interest in all or any part of the Property if an uncured Event of Default occurs.

8. **Attorney Fees; Proceeds of Sale.** Reasonable attorney fees for services in the supervision of foreclosure proceeding, or in case of default litigation, shall be allowed as part of the costs of foreclosure. After deducting all costs, fees and expenses of this Mortgage, including costs of evidence of title in connection with foreclosure, Mortgagee shall apply the proceeds of

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any sale to payment of all sums expended under the terms hereof, not then repaid; all other sums then secured hereby; and remainder, if any, to the person or persons legally entitled thereto.

9. **Binding Effect; Interpretation.** This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named in the Mortgage herein. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

10. **Due on Sale or Encumbrance.**

(a) **Generally.** The loan evidenced by the Note ("Loan") is not assignable. In making it, Mortgagee has relied on Mortgagor's credit, Mortgagor's interest in the Property, and the financial conditions at the time the Loan is made. Notwithstanding the foregoing, transfers between or among members of Mortgagor or transfers to Mortgagor's family members are permitted so long as the Loan is not in default at the time of such transfers.

11. **Waiver of Homestead.** To the extent permitted by law, Mortgagor hereby releases and waives all rights to any homestead exception in the Property,

12. **Severability.** In the event any provision contained in this Mortgage shall be for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13. **Governing Law.** This Mortgage shall be governed by, and construed in accordance with the laws of the State of Illinois, except to the extent that the applicability of any such laws now or hereafter be preempted by Federal law, in which case such Federal law shall so govern and be controlling.

14. **Notice.** Except as otherwise provided in this Mortgage, all notices and consents required or permitted under this Mortgage shall be in writing and may be delivered by hand or mailed by first class registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

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If to Mortgagor:

Dane Jurkovic  
c/o Law Office of Karlo M. Karacic  
161 N. Clark Street, Suite 2500  
Chicago Il., 60601

If to Mortgagee/Secured Party:

Zdenka Vasilj  
919 W. 35<sup>th</sup> Place  
Chicago Il., 60609

Changes in the respective addresses to which notices may be directed may be made from time to time by any party by notice to the other parties. Notices and consents given by mail in accordance with this paragraph shall be deemed to have been given on the date of the dispatch; notices and consents given by any other means shall be deemed to have been given when received.

15. Entire Agreement. This Mortgage, the Note and any other security agreements securing the Note constitute the entire and complete agreement of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous understandings, arrangements and commitments, all of which, whether oral or written, are merged herein.

**SIGNATURE PAGE FOLLOWS**



