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MERCURY TITLE COMPANY, L.L.C.

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COOK COUNTY RECORDER

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## JUNIOR MORTGAGE

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THIS JUNIOR PURCHASE MONEY MORTGAGE ("Security Instrument") is given on May 15, 1997. The mortgagor is Vision Academy, L.L.C., an Illinois limited liability company, ("Borrower"). This Security Instrument is given to ACADEMY OFFICE CENTER VENTURE, a limited partnership, which is organized and existing under the laws of Illinois and whose address is P.O. Box 1976, Snowman, IL ("Lender"). Borrower owes Lender the principal sum of One Hundred Fifteen Thousand Dollars (U.S. \$115,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for quarterly payments, with the full debt, if not paid earlier, due and payable on the earlier to occur of: (i) the fifth (5th) anniversary date of the date hereof; or (ii) the date of the sale or transfer of the Property (hereinafter described) or any material interest in the Property (or the sale or transfer of a beneficial interest in Borrower if Borrower is not a natural person). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note (the "Loan Documents"). For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

See Exhibit A attached hereto and made a part hereof

which has the address of 601-619 Academy Drive, Northbrook, Illinois 60062 ("Property Address");

Together with all right, title and interest of Mortgagor in and to any and all leases, rental agreement and tenancy agreements now or hereafter on or affecting the Land together with all security therefor and all monies payable thereunder, and all books and records pertaining thereto, subject, however, to the conditional permission hereinafter given to Mortgagor to collect the rents, income and other benefits arising

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under any such lease. The foregoing shall constitute an absolute and present assignment of the rents, earnings, income and other benefits therefrom. The assignment of rents set forth above shall be fully operative without any further action on the part of either party. Notwithstanding any other provision hereof, Mortgagee hereby grants permission to Mortgagor to collect and retain the rents, earnings, profits, and other benefits of the Property as they become due and payable and to hold the rent security deposits, but reserves the right to revoke such permission at any time by notice in writing to Mortgagor, mailed to Mortgagor at the last known address upon default by Mortgagor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder or under any other Loan Document.

TOGETHER WITH all the Improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender receipts evidencing the payments upon Lender's written request therefor.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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**3. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender reasonably requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 5.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender, in its sole discretion, elects in writing to the contrary, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or if Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may, in its sole discretion, use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

If under any provision of this Mortgage, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**4. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 15, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest.

**5. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to

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protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 5, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**6. Assignment of Rents.** The assignment of rents set forth in this Security Instrument shall not be deemed to impose upon Mortgagee any of the obligations or duties of Mortgagor provided in any such lease (including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease in the event that any tenant shall have been barred and foreclosed under any sale under the power of sale contained herein of all right, title and interest in the Property or any part thereof), and Mortgagor shall comply with and observe its obligation as landlord under all leases affecting the Property or any part thereof.

With respect to the assignment of leases hereinabove set forth, Mortgagor shall, from time to time upon request of Mortgagee, specifically assign to Mortgagee, by an instrument in writing in such form as may be approved by Mortgagee, all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the Property, together with all security therefor and all monies payable thereunder. Mortgagee shall have the right, at any time and from time to time, to notify any tenant of the rights of Mortgagee as provided in the assignment by Mortgagor to Mortgagee of all leases relating to the Property and to the rents, issues, profits, earnings, income and other benefits therefrom and from the Property.

**7. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**8. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the 150% amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of

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a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

**9. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**10. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**11. Loan Charges.** If the loan secured by this Security Instrument 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 Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**12. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Borrower at the

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address designated in the Note or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**13. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**14. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and this Security Instrument.

**15. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have a one time right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred; Borrower shall not thereafter be entitled to avail itself of the benefit of this provision. However, this right to reinstate shall only apply one time prior to the maturity date as defined in the Note.

**16. Sale of Note; Change of Loan Service.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Service") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Service unrelated to a sale of the Note. If there is a change of the Loan Service, Borrower will be given written notice of the change in accordance with paragraph 12 above and applicable law. The notice will state the name and address of the new Loan Service and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**17. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property.

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Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 17, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 17, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**18. Acceleration and Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**19. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**20. Waiver of Right of Redemption.** Except as is specifically provided at paragraph 15 hereof, Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument, on its own behalf and on behalf of each and every person, excepting only decree or judgment creditors of Mortgagor acquiring any interest or title to the Property or beneficial interest in a trustee Mortgagor subsequent to the date hereof, it being the intent hereof that any and all such rights 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; and if Mortgagor is a trustee Mortgagor, Mortgagor represents that the provisions of this Section (including the waiver of redemption rights) were made at the express direction of Mortgagor's beneficiaries and the persons having the power of direction over Mortgagor, and are made on behalf of the

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trust estate of Mortgagor and all beneficiaries of Mortgagor, as well as all other persons mentioned above.

**21. Business Loan.** It is understood and agreed that the loan evidenced by this Security Instrument is a business loan within the purview of Section 6404 of Chapter 17 of the Illinois Revised Statutes (or any substitute, amended, or replacement statutes) transacted solely for the purpose of carrying on or acquiring the business of the Borrower or, if the Borrower is a trustee, for the purpose of carrying on or acquiring the business of the beneficiaries of the Borrower as contemplated by said Section.

## NON-UNIFORM COVENANTS.

**A. Senior Mortgage.** Borrower has executed and delivered to First National Bank of Morton Grove (i) that certain note in the original principal amount of Nine Hundred Sixty Thousand Dollars (\$960,000.00) ("Senior Note"); (ii) that certain first mortgage executed by Borrower in favor of First National in the original principal amount of ~~Nine Hundred Sixty Thousand Dollars (\$960,000.00)~~ Nine Hundred Sixty Thousand Dollars (\$960,000.00), recorded prior to the recording of this Mortgage with the Recorder of Deeds of Cook County, Illinois ("Senior Mortgage"); (iii) such other related documents securing the Senior Note (collectively, the "Senior Loan Documents"). Lender acknowledges that this Mortgage is junior and subordinate to the lien of the Senior Mortgage.

## B. Borrower's Covenants with Respect to Senior Instruments.

(a) Borrower covenants and agrees to comply with all of the terms and provisions of the Senior Note, Senior Mortgage and Senior Loan Documents (collectively, "Senior Instruments"). If Borrower shall default in the performance of any term or provision contained in this Mortgage or in the Note, Lender may, but shall not be obligated to, pay any principal or interest due under the Senior Note or any of the Senior Instruments. To the extent Lender pays any installment of principal or interest or any other sums due under the Senior Note or the Senior Instruments, Lender shall become entitled to a lien on the Property, equal in rank and priority to the Senior Instruments, and in addition to the extent necessary to make effective such rank and priority (i) Borrower shall become subrogated to receive and enjoy all of the rights, liens, powers and privileges granted to the lender under the Senior Instruments and (ii) the Senior Instruments shall remain in existence for the benefit of and to further secure the debt and other sums secured, or hereafter to become secured hereunder.

(b) Borrower shall give Lender a copy of all notices given Borrower with respect to any of the Senior Instruments within five (5) days after receiving such notice.

(c) Borrower shall not, without the prior written consent of Lender, enter into any modification, extension, amendment, agreement or arrangement in connection with any of the Senior Note, Senior Mortgage or other Senior Loan Documents.

**C. Default under Senior Instruments; Lender's Right to Cure.** In the event Borrower is declared by the holder of the Senior Instruments to be in default with respect to any requirement of any of the Senior Instruments, Borrower agrees that said default shall constitute a Default hereunder. Upon the occurrence of such Default, in addition to any other rights or remedies available to Lender, Lender may,

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but need not, make any payment or perform any act required to cure or attempt to cure any said default under any of the Senior Instruments in any manner and form deemed expedient by Lender. Lender shall not be responsible for determining the validity or accuracy of any claim of default made by the lender under the Senior Instruments and the payment of any sum by Lender in curing or attempting to cure any alleged default or omission shall be presumed conclusively to have been reasonable, justified and authorized. Borrower hereby grants to Lender an irrevocable power of attorney, which power of attorney is coupled with an interest, for the term of this Mortgage to cure any default or forfeiture which may occur under the Senior Mortgage. All monies paid by Lender in curing any default under the Senior Instruments including attorneys' fees and costs in connection therewith, shall bear interest from the date or dates of such payment at the Default Rate, shall be paid by Borrower to Lender on demand, and shall be deemed a part of the indebtedness secured by this Note and recoverable as such in all respects. Any inaction on the part of the Lender shall not be construed as a waiver of any right accruing to Lender on account of any Default hereunder.

**D. Lender's Right to Prepay Senior Note.** In the event of a Default hereunder, Lender may prepay the entire balance due under the Senior Note, and any prepayment fees or penalty incurred by Lender in connection with such prepayment shall bear interest from the date of such payment at the Default Rate, shall be paid by Borrower to Lender upon demand, and shall be deemed a part of the indebtedness secured by this Note and recoverable in all respects.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

VISION ACADEMY, L.L.C.,  
an Illinois limited liability company

By [Signature]  
Its Authorized Managing Member

ATTEST:

[Signature]  
Its \_\_\_\_\_

FEIN Number: 36-415-4774

(Space Below This Line For Acknowledgment)

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STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

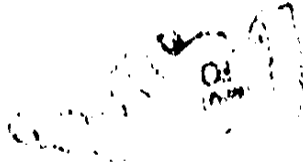
On this 15 day of May, 1997, before me, the undersigned Notary Public, personally appeared Gen. Blachman, Member of Vision Academy, L.L.C., and \_\_\_\_\_, Member of Vision Academy, L.L.C., and known to me to be members or designated agents of the limited liability company that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the limited liability company.

  
\_\_\_\_\_  
Notary Public



Please return recorded document to  
Lloyd Gussis, Esq.  
Attorney at Law  
2524 North Lincoln Avenue  
Chicago, IL 60614

Prepared by:  
Martin Becker, Esq.  
Becker & Gurian  
513 Central Avenue  
Highland Park, IL 60035



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