

UNOFFICIAL COPY99398022
4/27/1999 16:00 Page 1 of 8

1999-04-26 14:59:50

Cook County Recorder

47.50

MORTGAGE

99398022

THIS MORTGAGE is made this 1st day of March, 1999, between P.C.I. INVESTMENT, L.L.C., an Illinois Limited Liability Company, and TOMISLAV PAVIC and JEANINE CARROCCIO, whose address is 2227 N. Janssen, Chicago, Illinois (hereinafter referred to as "Borrower") and MESIROW FINANCIAL, custodian for the benefit of STEVEN B. LARRICK, IRA Account Number 8851-2550 350 North Clark Street, Chicago, Illinois 60610 (hereinafter referred to as "Lender").

WITNESSETH

Borrower is justly indebted to Lender in the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00), as evidenced by that Note of Borrower dated of even date herewith, made payable to Lender, providing for a payment of the balance of all principal and interest due thereunder, if not sooner paid, due and payable on the 1st day of July, 2000.

To secure the payment of the principal sum of money evidence by the Note, with interest thereon as provided therein, and the payment of all other sums advanced to protect the security of this Mortgage, with interest thereon, and the performance by Borrower of all of the covenants and conditions contained herein and in said Note and all other sums due and owing by Borrower to Lender and in further consideration of Ten Dollars (\$10.00) in hand paid, the receipt of which is acknowledged, the Borrower does hereby by these presents, GRANT, MORTGAGE, WARRANT, AND CONVEY to Lender, its successors and assigns the following described real estate and all of its estate, right, title and interest therein, situated, lying and being in the City of Chicago, County of Cook and State of Illinois, legally described on Exhibit "A" attached hereto and by this reference incorporated herein, together with all improvements, tenements, easements, hereditament and appurtenances thereunto belonging and all rents, issues and profits thereof for so long and during all such times as the Borrower may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all the structures, buildings, additions and improvements, and replacements thereof, erected upon said realty, including any on-site systems providing electricity, heating, air conditioning, lighting, ventilation, water, and all plants and fixtures of every kind and nature whatsoever forming part of said structures or building or of any structures or buildings heretofore or hereafter standing on the realty, whether or not physically attached thereto, and together with all of Borrower's rights further to encumber said property for debt except by such encumbrance, which, by its actual terms and specifically expressed intent, shall be, and at all times remain, subject and subordinate to the lien of this Mortgage. All of the above-mentioned and described real estate, property and rights are hereinafter referred to as "Property".

TO HAVE AND TO HOLD the Property unto said Lender, its successors and assigns forever, for the purposes and uses therein set forth.

UNOFFICIAL COPY

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Obligations Relating to Property. Borrower shall (a) keep said Property in similar condition and repair, as of the date hereof; (b) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the Property and the use thereof; (c) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note; (d) pay all other indebtedness secured by the Property when due; and (e) keep the Property free of mechanics' and materialmen's liens; and (f) pay all filing, registration and recording fees, incident to this Mortgage.

2. Taxes. Borrower shall pay before any penalty attaches all general taxes, special assessments, water charges, sewer service charges and other charges against the Property when due.

3. Insurance. Borrower shall provide liability insurance with such limits for personal injury and death and property damage as Lender may require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Lender. Once construction of improvements commences on the Property, Borrower shall provide casualty insurance for the full replacement cost of such improvements above foundations and shall furnish Lender a certificate of such insurance in form reasonably satisfactory to Lender.

4. Prepayment. The Borrower shall have the privilege of making prepayments on the principal of said Note (in addition to the required payments) in accordance with the terms and conditions, if any, set forth in said Note.

5. Variation. If the payment of the indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or any at time hereafter liable therefor, or interested in said Property, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Lender, notwithstanding such extension, variation or release.

6. Rights of Lender. In case of default herein, Lender may, but need not, make any payment or perform any act herein required of Borrower in any form and manner deemed expedient, and may, but need not, make full or partial payments or principal or interest on prior encumbrances, if any and purchase, discharge, compromise or settle any mechanics' lien, tax lien, or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Lender to protect the Property and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and

UNOFFICIAL COPY

with interest thereon from the date of the disbursement at the rate stated in the Note.

7. Duties When Paying Property Obligations. Lender in making any payment hereby authorized: (a) relating to taxes and assessments or insurance premiums, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

8. Default. If: (a) default be made in the due and punctual payment of the Note, or any installment due in accordance with the terms hereof, either of principal or interest or in any payment required to be made under the terms of said Note of this Mortgage after applicable cure periods; or (b) a petition shall be filed by or against the Borrower in voluntary or involuntary bankruptcy or under Chapters VII, XI, XII or XIII of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or © the Borrower shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Borrower or for all Borrower's property or the major part thereof in any proceeding, or any court shall have taken jurisdiction of the property of the Borrower or the major part thereof in any proceeding for the arrangement, liquidation or winding up of the affairs of the Borrower; or (d) the Borrowers shall make an assignment for the benefit of creditors, or shall admit in writing inability to pay Borrower's debts generally as they become due; or (e) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by the Borrower and the same shall continue for thirty (30) days after prior written notice thereof, then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of Lender become immediately due and payable, together with accrued interest thereon, without notice to Borrower.

9. Foreclosure. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Lender shall have the rights to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) for procuring all such abstracts of title, title searches and examinations, title insurance policies and similar data and assurances with respect to title as Lender may deem reasonable necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property.

UNOFFICIAL COPY

All expenditures and expenses of the nature in this Paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of the Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest from the date of disbursement at the rate stated in the Note and shall be secured by this Mortgage.

The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order or priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note secured hereby; fourth, any surplus to Borrower, its heirs, legal representatives or assigns, as its rights may appear.

In addition, if the indebtedness hereby secured or any part thereof shall become due, Lender shall have the right to obtain a receiver or become a mortgagee in possession in accordance with the requirements of the Illinois Mortgage Foreclosure Law.

10. Inspection. Lender shall have the right to inspect the Property at all reasonable times and access thereto shall be permitted for that purpose.

11. Condemnation. Borrower hereby assigns, transfers and sets over unto Lender the entire proceeds of any award or any claim for damages for any of the mortgaged Property taken or damages under the power of eminent domain or by condemnation. Lender may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Borrowers to restore or rebuild. Any surplus which may remain out of said award after payment of such costs of rebuilding or restoration shall, at the option of Lender, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. 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 of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

12. Notice. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and receipt of the mailing thereof by certified mail addressed to the Borrower or Lender at the address set forth above, or at such other place as any party hereto may be notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

13. Forbearance. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of

UNOFFICIAL COPY

or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

14. Waiver. Borrower waives the benefit and agrees not to invoke any appraisement, valuation, stay, extension or exemption laws, or any so-called "moratorium laws", not existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this Mortgage. Borrower hereby waives all rights of redemption to the maximum extent permitted by the Illinois Mortgage Foreclosure Law.

15. Binding. This Mortgage and all provisions hereof shall extend to and be binding upon Borrower and all persons claiming under or through Borrower, and the word "Borrower" when used herein shall include all such persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage, and shall include the successors and assigns of Lender named herein, and the holder or holders, from time to time, of the Note secured hereby.

16. Captions. The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof. Wherever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders.

17. Maximum Amount Secured. In no event shall the maximum secured by this Mortgage exceed three (3) times the stated principal amount of the Note.

18. Subordination. This Mortgage is subordinate to a construction mortgage to be made by an institutional lender (including a bank) securing a principal amount not to exceed \$5,000,000 together with interest thereon. This subordination shall become self-operative upon recording of any such mortgage and no further documentation shall be required to effect such subordination.

IN WITNESS WHEREOF, and executed as of this 1st day of March, 1999.

P.C.I. INVESTMENT, L.L.C.

By: Tomislav Pavic
Tomislav Pavic, its manager

Tomislav Pavic
Tomislav Pavic

By: Jeanine Carroccio
Jeanine Carroccio,
Its manager

Jeanine Carroccio
Jeanine Carroccio

UNOFFICIAL COPY

LAW OFFICES OF AARON SPIVACK
308 WEST ERIE ST.
SUITE 505
CHICAGO, IL 60610

AFTER RECORDING, RETURN TO:

MARK C. SIMON, Esq.
Sonnenschein Nath & Rosenthal
8000 Sears Tower
Chicago, IL 60606



Property of Cook County Clerk's Office

UNOFFICIAL COPY

COUNTY OF COOK)
) SS.
STATE OF ILLINOIS)

I, the undersigned, a Notary Public in and for said County, in the State of aforesaid, do hereby certify that Tomislav Pavic and Jeanine Carroccio, individually and as managers of P.C.I. Investment, L.L.C., are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Limited Liability Company, as Owner as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8 day of ^{APRIL}~~March~~, 1999.

Dawn C Moore
Notary Public



UNOFFICIAL COPY

EXHIBIT A

LOTS 15, 16, 17 AND THE WEST 1 FOOT 2 7/8 INCHES OF THE NORTH 99 FEET 10 7/8 INCHES OF LOT 18 IN BLOCK 61 IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID No.: 17-09-307-010-000

Property of Cook County Clerk's Office