



Doc#: 0602341057 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/23/2006 10:16 AM Pg: 1 of 6

This document prepared by (and  
after recording return to):

Sandra Young, Esq.  
Tristar Title, LLC  
1301 W. 22nd Street  
Suite 505  
Oak Brook, Illinois 60523  
Phone: 630-954-4000

File: TTC05-12993

For recorder's use only

## MORTGAGE

The Mortgagor, James Chisem and JoAnn Chisem, whose mailing address is 1118 East 44th Street, Chicago, Illinois 60653, mortgages and warrants to Tristar Title, LLC (hereinafter referred to as the "Company" or "Mortgagee"), whose mailing address is 1301 W. 22nd Street, Suite 505, Oak Brook, Illinois 60523, to secure the payment of \$3,825.19 as evidenced by a note bearing the same date as this Mortgage, the following described real property located at 1118 East 44th Street, Chicago, Illinois 60653, situated in the County of Cook, in the State of Illinois. See Legal Description attached hereto and made a part hereof as Exhibit A.

### ARTICLE I RECITALS

#### Execution and Delivery of Note

1.01. The Borrower has executed and delivered to the Company a Note ("Note") bearing the same date as this Mortgage, promising to pay to the Company the principal sum of \$ 3,825.19 in lawful money of the United States of America. This money was advanced by the Company to the Borrower, with interest on the principal sum at the rate of 10.250 percent per year according to the terms and conditions specified in the Note, any unpaid remaining balance provided for in the Note or in this Mortgage being due and payable on or before August 1, 2016. The terms of the Note are incorporated into this Mortgage by this reference.

#### Mortgage of Property

1.02. In consideration of this loan, and as security for repayment to the Mortgagee of the principal, interest, and any other sums provided for in the Note and the Mortgage according to the terms and conditions of the Note and Mortgage, and as security for performance of the agreements and conditions contained in the Note and the Mortgage, the Borrower mortgages, grants, remises, releases, aliens and conveys unto the Company and its successors and assigns the following described real estate and all of its present and hereafter acquired estate, right, title, and interest therein the real estate described in Exhibit "A," which is attached to this Mortgage and made a part of it by this reference releasing and waiving all rights under and by virtue of the homestead exemption laws of this state, TO HAVE AND TO HOLD unto Company and its successors and assigns forever, for the purposes and uses herein set forth, together with the following:

(a) All buildings and improvements erected or to be erected on the property;

(b) All fixtures, appliances, machinery, equipment, and other articles of personal property at any time installed in, attached to, or situated on the real estate or in the buildings and improvements to be erected on the real estate, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant, business, or dwelling on the real estate, whether or not the personal property is affixed to the real estate;

(c) All building materials, fixtures, building machinery, and building equipment delivered on site to the real estate during the course of, or in connection with, construction of the buildings and improvements;

# UNOFFICIAL COPY

- (d) All streets, alleys, passages, watercourses, easements, and covenants existing or to be created for the benefit of the Borrower or any subsequent owner or tenant of the mortgaged real estate over ground adjoining the mortgaged real estate, and all rights to enforce their maintenance;
- (e) All other rights, privileges, reversions, and remainders, and all the income, rents, and profits arising from them, and all other interests or rights of the Borrower in the real estate; and
- (f) The replacements or proceeds from the sale of any of the above.

All of the above-mentioned real estate, improvements, personal property, and other property and interests will be referred to in this instrument as the "Mortgaged Property."

## Prior Mortgage

1.03. This Mortgage is subject to the lien of a Mortgage between Ameriquest Mortgage Company and James Chisem and JoAnn Chisem, dated December 5, 2005, and intended to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois, prior to the recording of this Mortgage (the "Prior Mortgage").

## Borrower's Obligations Under Prior Mortgage

1.04. The Borrower agrees to act as follows as long as the Mortgaged Property or any part of it is subject to the Prior Mortgage:

- (a) The Borrower will pay the principal, interest, and all other sums when due and payable under the Prior Mortgage no later than their due dates, and will comply with all of the other terms, covenants, and conditions of the Prior Mortgage.
- (b) The Borrower will produce to the Company, on request, receipts or other evidence of payment satisfactory to the Company with respect to all sums due under the Prior Mortgage.
- (c) The Borrower will not enter into any agreement or arrangement, without the prior written consent of the Company, pursuant to which the Borrower is granted any forbearance or indulgence (as to time or amount) in the payment of any principal, interest, or other sums due under the Prior Mortgage.

## Default Under Prior Mortgage

1.05. Any default by the Borrower under the Prior Mortgage, because of the failure to make a payment or otherwise to comply with the terms of the Prior Mortgage, constitutes a default under this Mortgage. Any failure by the Borrower to produce the receipts concerning the Prior Mortgage also constitutes a default under this Mortgage. It also constitutes a default under this Mortgage if the Borrower enters into an agreement contrary to the provisions of Paragraph 1.04, above. In the case of any default under this Mortgage, the Company has the right, at its election, to declare the entire indebtedness secured by this Mortgage immediately due and payable together with interest and other appropriate charges.

## ARTICLE II COVENANTS OF BORROWER

### Payment and Performance

2.01. The Borrower will pay to the Company, in accordance with the terms of the Note and this Mortgage, the principal, interest, and all other sums, and will perform and comply with all the agreements, conditions, covenants, provisions, and stipulations of the Note and this Mortgage. However, if any check or instrument received by the Company as payment under the Note or this Mortgage is returned to the Company unpaid, the Company may require that any or all subsequent payments due under the Note and this Mortgage be made in one or more of the following forms, as selected by the Company: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

# UNOFFICIAL COPY

Payments are deemed received by the Company when received at the location designated in the Note or at such other location as may be designated by the Company in accordance with the notice provisions in Paragraph 4.01.

## Defaults and Right to Remedy

2.02. If the Borrower fails to pay taxes, assessments, water and sewer charges, other lienable claims (not including contested claims), or insurance premiums, fails to make necessary repairs, permits waste, or otherwise fails to comply with its obligations under the Mortgage, the Note, or any other document executed in connection with the Mortgage, then the Company, at its election and without notice to the Borrower, has the right to make any payment or expenditure that the Borrower should have made, or that the Company deems advisable, to protect the security of this Mortgage or the Mortgaged Property. Any payment by the Company will not prejudice the Company's rights or remedies under this Mortgage. All sums, as well as costs, advanced by the Company pursuant to this Mortgage will be due immediately from the Borrower to the Company, will be secured by this Mortgage, and will bear interest at the maximum percentage rate allowable by law per year from the date of payment by the Company until the date of repayment. Inaction by the Company shall never be considered as a waiver of any right accruing to it on account of any default on the part of the Borrower.

## Personal Liability

2.03. It is expressly agreed that nothing in this Mortgage or the Note creates any personal liability on the Mortgagor to pay the Note, any interest that may accrue, or any other indebtedness that may arise under this Mortgage. The Mortgagee expressly waives personal liability on its own behalf and on behalf of every person who may claim any right or security under this Mortgage. The Mortgagee or any subsequent holders of the note may look only to the security provided by this Mortgage to enforce the payment of the indebtedness evidenced by the Note or this Mortgage.

## ARTICLE III DEFAULT AND REMEDIES

### Events of Default

3.01. Any of the following will constitute an "Event of Default":

- (a) Failure of the Borrower to pay any installment of principal or interest, or any other sum, on the date it is due under the Note or this Mortgage;
- (b) The Borrower's failure to perform any of the other agreements, conditions, or covenants in the Note, the Mortgage, or any other document executed in connection with the Mortgage;

### Remedies

3.02. (a) If any Event of Default occurs, the entire unpaid balance of principal, accrued interest, and all other sums secured by this Mortgage will become immediately due and payable without further notice or demand.

### Expense of Litigation

3.03. If the Company becomes a party to any suit or proceeding affecting the Mortgaged Property, the lien created by this Mortgage, or the Company's interest in the Mortgaged Property, or if the Company engages counsel to collect any of the indebtedness or to enforce performance of the agreements or covenants of this Mortgage or the Note, the Company's costs, expenses, 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 order or judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title, and reasonable attorneys' fees (including those of in-house staff) as the

# UNOFFICIAL COPY

Company may deem reasonably necessary will be paid by the Borrower, on demand, with interest at the rate provided in the Note. Until paid they will be deemed to be part of the indebtedness evidenced by the Note and secured by this Mortgage. All expenditures and expenses of the nature of this Paragraph 3.03 mentioned and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including the fees of any attorneys employed by the Company in any litigation or proceeding affecting this Mortgage, the Note, or the Mortgaged Property, including probate, appellate, and bankruptcy proceedings, or in preparation for the commencement or defense of any action or proceeding or threatened action or proceeding, shall be immediately due and payable by Borrower, with interest thereon at the rate set forth in the Note applicable to a period when a default exists thereunder, and shall be secured by this Mortgage. At all times, Borrower shall appear in and defend any suit, action, or proceeding that might in any way, in the sole judgment of the Company, affect the value of the Premises, the priority of this Mortgage, or the rights and power of the Company hereunder or under any document given at any time to secure the indebtedness. Borrower shall, at all times, indemnify, hold harmless, and reimburse the Company on demand for any and all loss, damage, expense, or costs, including cost of evidence of title or attorneys' fees, arising out of or incurred in connection with any such suit, action, or proceeding, and the sum of such expenditures shall be secured by this Mortgage and shall bear interest after demand at the rate specified in the Note applicable to a period when an uncured default exists thereunder, and such interest shall be secured hereby and shall be due and payable on demand.

## ARTICLE IV ADDITIONAL PROVISIONS

### Notices

4.01. All notices permitted or required under this Mortgage or the Note will be in writing, and will be sent by registered or certified mail, postage prepaid, addressed to the addressee at the address set forth in this Mortgage or in the Note, or at such other address as the addressee may designate in writing from time to time. Notices addressed to Tristar Title, LLC shall be sent to 1301 W. 22nd Street, Suite 505, Oak Brook, Illinois 60523.

### Applicable Law, Severability, and Rules of Construction

4.02. This Mortgage shall be governed by, interpreted by, construed under and in accordance with the laws of the State of Illinois. Borrower acknowledges, agrees and consents that the Real Estate Settlement Procedures Act (12 U.S.C. §2601, *et seq.*) and the Consumer Credit Cost Disclosure Act (15 U.S.C. §1601, *et seq.*) is inapplicable to this transaction. Borrower agrees that any suit, action, or proceeding brought to enforce this Mortgage or the Note shall be initiated in the courts of DuPage County, Illinois or any other county at the Company's option. Borrower accepts the exclusive jurisdiction of those courts for the purpose of any such suit, action, or proceeding. In the event one or more of the provisions contained in this Mortgage or in the Note or in any other document given at any time to secure the payment of the Note shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall, at the option of the Company, not affect any other provision of this Mortgage, the Note, or the document and that this Mortgage, the Note, or the other document shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. As used in this Mortgage: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender and vice versa; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

### Filing and Recording Charges and Taxes

4.03. Borrower will pay all filing, registration, recording, and search and information fees, all expenses incident to the execution and acknowledgment of this Mortgage and all other documents securing the Note, and all federal, state, county, and municipal taxes and other taxes, duties, imposts, assessments, and charges arising out of or in connection with the execution, delivery, filing, recording, or registration of the Note, this Mortgage, and all other documents securing the Note and all assignments thereof.

### Amendment

4.04. This Mortgage cannot be changed or amended except by agreement in writing signed by the party against

# UNOFFICIAL COPY

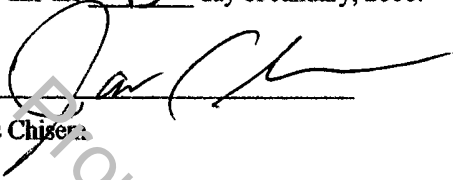
whom enforcement of the change is sought.

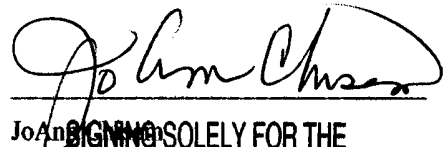
### Parties Bound

4.05. This Mortgage will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any Rider executed by Borrower and recorded with it.

Dated this the 13<sup>th</sup> day of January, 2006.


  
\_\_\_\_\_  
James Chisem

  
\_\_\_\_\_  
JoAnn Chisem  
SIGNING SOLELY FOR THE  
PURPOSE OF WAIVING  
HOMESTEAD INTERESTS IN THE PREMISES

STATE OF ILLINOIS )  
                                  )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and aforesaid, do HEREBY CERTIFY that: James Chisem and JoAnn Chisem personally 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 they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right to Homestead.

Given under my hand and official seal this 13<sup>th</sup> day of Jan, 2006.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires 2/7, 2007.



# UNOFFICIAL COPY

LOT 3 IN THE SUBDIVISION OF LOTS 5 AND 6 IN BLISS AND WAITE'S SUBDIVISION OF THAT PART LYING WEST OF HYDE PARK AVENUE OF THE NORTH 1/2 OF BLOCK 4 IN THE SUBDIVISION BY THE EXECUTORS OF E.K. HUBBAND OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

CKA: 1118 EAST 44TH STREET, CHICAGO, ILLINOIS 60653

PIN: 20-02-304-025-0000

Property of Cook County Clerk's Office