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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Doc#: 0918912167 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 07/08/2009 01:46 PM Pg: 1 of 8

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 13-12-407-045-0000

Address:

Street: 5048 north western avenue

Street line 2:

City: chicago

State: IL

ZIP Code: 60625

Lender: robert w. berner and susan c. berner

Borrower: nadine acevedo

Loan / Mortgage Amount: \$30,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: B65EB34A-E737-4CB4-84F6-8525F9A4F5B6

Execution date: 06/29/2009

BOX 334 CTV

Handwritten notes on the left margin: "w/ w/ LHM E 706522 EFS" and "117 7855963"

Property of Cook County Clerk's Office

Handwritten signature or initials at the bottom right corner.

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Prepared by & return to:

Jerome G. Popko
Tinkoff, Popko and Associates
4326 North Lincoln Avenue
Chicago, IL 60618

Send tax bills to:

Nadine Acevedo
5048 North Western Avenue
Chicago, IL 60625

MORTGAGE

THIS INDENTURE made this 29th day of June, 2009, between NADINE ACEVEDO, a single person, of 5048 North Western Avenue, Chicago, Illinois 60625, hereinafter referred to as the Mortgagor, and SUSAN C. BERNER and ROBERT W. BERNER, her husband, of 8200 West Norma Court, Niles, Illinois 60714, hereinafter referred to as the Mortgagee.

THAT WHEREAS the Mortgagor is justly indebted to the legal holder of the Mortgage Note hereinafter described, said legal holder or holders being herein referred to as Holder of the Note, in the principal sum of THIRTY THOUSAND and no/100 (\$ 30,000.00) DOLLARS, evidenced by one certain Mortgage Note of the Mortgagor of even date herewith, made payable to MORTGAGEE, and delivered, in and by which said Note, the Mortgagor promises to pay the said principal sum and interest from June 29, 2009, on the balance remaining from time to time unpaid at the rate of Six and one-half (6.5 %) percent per annum. Mortgagor additionally agrees to pay to SUSAN C. BERNER and ROBERT W. BERNER, her Husband, the sum of ONE HUNDRED EIGHTY-NINE and 62/100 (\$ 189.62) DOLLARS on the 1st day of August, 2009, and ONE HUNDRED EIGHTY-NINE and 62/100 (\$ 189.62) DOLLARS on the 1st day of each month thereafter until this Note is fully paid, except that the final payment of interest and principal, if not sooner paid, shall be due on the 1st day of July, 2012. All such payments on account of the indebtedness evidenced by said Note to be first applied to interest on the unpaid principal balance and the remainder to principal. Said payments are to be made to: SUSAN C. BERNER and ROBERT W. BERNER, 8200 West Norma Court, Niles, Illinois 60714 or, as the legal holder of the Mortgage Note may, from time to time, in writing appoint.

NOW THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of ONE DOLLAR in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto SUSAN C. BERNER and ROBERT W. BERNER, their successors and assigns, the following described Real Estate and all of his estate, right, title and interest therein, situate, lying and being in the Village of Chicago, County of Cook, and State of Illinois, to wit:

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Lot 5 (except East lying part thereof for the widening of Western Avenue as conveyed to the City of Chicago by deed dated April 4, 1923 and recorded March 26, 1924 as Document No. 8333486) in the Subdivision of Lot 9 and 10, in that part of the Town of Bowmanville, which lies within the Northeast 1/4 of the Southeast 1/4 of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13-12-407-045-0000

CKA: 5048 North Western Avenue, Chicago, IL 60625

which, with the property hereinafter described is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled) and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate, whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment, or articles hereafter placed in the premises by the Mortgagor or his successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, his successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

FURTHER, the Mortgagor covenants:

1. Mortgagor shall: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to holders of the Note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or permitted by municipal ordinance.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges and other charges against

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the premises when due, and shall, upon written request, furnish to holders of the Note duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the Note, under insurance policies payable, in case of loss or damage, to the holders of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the Note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, the holder of the Note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any 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 attorney's fees, and any other monies advanced by the holders of the Note to protect the mortgaged premises and the lien hereof, plus reasonable compensation for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the Note securing this Mortgage, if any, otherwise, the prematurity rate set forth therein. Inaction of holders of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

5. The holders of the Note hereby secured making any payment hereby authorized relating to taxes or assessments, 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.

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms of the Note. At the option of the holder of the Note, and with notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable: (a) fifteen (15) days after the default in not making payment of any installment of principal or interest on the Note; or (b) when default shall occur and continue for thirty (30) days in the performance of any other agreement of the Mortgagor herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the Note shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree

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for sale all expenditures and expenses which may be paid or incurred by or on behalf of the holder of the Note for attorneys' fees, appraiser's 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) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as holders of the Note may deem to be reasonably 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 premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at a rate equivalent to the post maturity rate set forth in the Note securing this Mortgage, if any, otherwise the prematurity rate set forth therein, when paid or incurred by the holder of the Note in connection with: (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage, or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of 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; fourth, any surplus to Mortgagor, his heirs, legal representatives or assigns as his rights may appear.

9. Upon or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues, and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become due superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

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10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.
11. The holder of the Note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
12. Mortgagee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity or authority of the signatories on the Note or Mortgage, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given.
13. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon full payment.
14. In the event Mortgagor shall convey title to any person or persons other than the Mortgagor or shall suffer or permit Mortgagor's equity of redemption in the Premises described in the Mortgage securing the Note to become vested in any person or persons other than Mortgagor (except when such vesting results from devise or operation of law upon the death of any individual executing this Note and the Mortgage securing this Note), then in any such event, the Mortgagee is hereby authorized and empowered at its option and without affecting the lien created by said Mortgage or the priority of said lien or any right of the Mortgagee thereunder, to declare all sums evidenced hereby immediately due and payable and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose the said Mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately. Acceptance by the Mortgagee of any mortgage payments made by any person or persons other than the Mortgagor shall not be deemed a waiver by the Mortgagee of its right to require or enforce performance of this provision or to exercise the remedies thereunder. For the purpose of this provision, the word "person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or governmental or political subdivision thereof of any one or more or combination of the foregoing. Whenever the Mortgagee shall elect to declare all sums secured thereby immediately due and payable in accordance with this provision, it shall give written notice to the Mortgagor and to the Mortgagor's successors in title not less than thirty (30) days prior to the effective date thereof by registered or certified mail, postage prepaid, addressed to the last known address of the Mortgagor and of the Mortgagor's successors in title as recorded upon the books of the Mortgagee, but if no such address be so recorded, then to the address of the mortgaged Premises.
15. Further, the Mortgagor agrees to pay the real estate taxes when due. In the event the Mortgagor should not do so, the Mortgagor shall in that event place a sum equal to the yearly real estate taxes most recently billed on the premises in escrow with the Mortgagee. The Mortgagee shall hold the same in an escrow account at a federally insured bank in an interest-bearing account bearing

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the Mortgagor's social security number. If, at any time, the sum in said account is less than 90% of the yearly real estate tax bill on the premises, the Mortgagor agrees to immediately place additional funds in said escrow so that the amount in the escrow will equal said yearly taxes.

At Mortgagee's option and subject to applicable law, Mortgagor shall pay to Mortgagee on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to 1/12th of: (a) yearly taxes and assessments which may attain priority over this Mortgage as a lien on the property; (b) yearly leasehold payments or ground rents on the property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Mortgagee may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. §2601 et seq ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Mortgagee may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Mortgagee may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Mortgagee, if Mortgagee is such an institution) or in any federal home loan bank. Mortgagee shall apply the Funds to pay the Escrow Items. Mortgagee may not charge Mortgagor for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Mortgagee pays Mortgagor interest on the Funds and applicable law permits Mortgagee to make such a charge. However, Mortgagee may require Mortgagor to pay a one-time charge for an independent real estate tax reporting service used by Mortgagee in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Mortgagee shall not be required to pay Mortgagor any interest or earnings on the Funds. Mortgagor and Mortgagee may agree in writing, however, that interest shall be paid on the Funds. Mortgagee shall give to Mortgagor, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Mortgage.

If the Funds held by Mortgagee exceed the amounts permitted to be held by applicable law, the Mortgagee shall account to Mortgagor for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Mortgagee at any time is not sufficient to pay the Escrow Items when due, Mortgagee may so notify Mortgagor in writing, and in such case, Mortgagor shall pay to Mortgagee the amount necessary to make up the deficiency. Mortgagor shall make up the deficiency in no more than twelve (12) monthly payments, at Mortgagee's sole discretion.

16. The Mortgagee hereof may collect, and the Mortgagor hereof agrees to pay, a delinquency and collection charge on each installment not paid within fifteen (15) days of the date said installment was due in an amount equal to five (5%) percent of the installment. The amount of the installment shall include, in addition to principal and interest, all other sums required to be paid

