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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 0920246050 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/21/2009 10:42 AM Pg: 1 of 5

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 15-35-320-006-0000

Address:

Street: 3845 MCCORMICK AVE

Street line 2:

City: BROOKFIELD

State: IL

ZIP Code: 60513

Lender: LABELLA BUILDERS AND DEVELOPERS INCORPORATED

Borrower: TEDD LASZKIEWICZ

Loan / Mortgage Amount: \$120,000.00

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: 4B6BF67E-9FE2-4D31-A9BB-681D5ADF9A00

Execution date: 07/17/2009

Ticor Title 617360 2 of 2

Property of Cook County Clerk's Office

MORTGAGE (ILLINOIS)
For Use with Note Form No. 1447

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CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular response.

THIS INDENTURE, made July 17, 2009,

between Tedd E. Laszkiewicz

3518 Oak Avenue, Brookfield, IL 60513

(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors", and LaBella Builders & Developers, Ltd. an

Illinois Corporation

1361 West Grand Avenue, Chicago, IL 60622

(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee", witnesseth:

Above for Recorder's Use Only

THAT WHEREAS the Mortgagor is justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of one hundred twenty thousand

DOLLARS

(\$120,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagor promises to pay the said principal

sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 1st day of

July, 2011, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint,

and in absence of such appointment, then at the office of the Mortgagee at 1361 West Grand Avenue, Chicago, IL 60622

NOW, THEREFORE, the Mortgagors to secure the payment of 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 Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEYS AND WARRANTS unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and part of their estate, right, title and interest therein, situated,

lying and being in the Village of Brookfield, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

THE SOUTH 1/2 OF LOT 50 IN FIRST ADDITION TO HOLLYWOOD IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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

Permanent Real Estate Index Number(s): 15-35-320-006-0000

Address(es) of Real Estate: 3845 McCormick Avenue, Brookfield, IL 60513

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 Mortgagors 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, indoor 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 Mortgagor or his successors or assigns shall be considered as constituting part of the real estate

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TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses 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.

The name of the record owner is: Tedd E. Laszkiewicz

This mortgage consists of four pages. The covenants, conditions and provisions appearing on pages 3 and 4 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagor, his heirs, successors and assigns.

Witness the hand(s) and seal(s) of Mortgagors the day and year first above written.

Tedd E. Laszkiewicz (Seal) _____ (Seal)
Tedd E. Laszkiewicz _____

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE

_____ (Seal) _____ (Seal)

State of Ill of

COOK ss. I the undersigned, a Notary Public in and for said County

in the State aforesaid DO HEREBY CERTIFY that Jack Rivo, President of LaBella Builders & Developers, Ltd., an Illinois

Corporation is personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 17th day of July, 2009
Commission expires 7-27-09
Richard R. Della Croce
Notary Public

This instrument was prepared by Richard R. Della Croce, 9447 West 144th Place, Orland Park, IL 60462
(NAME AND ADDRESS)

Mail this instrument to Richard R. Della Croce, 9447 West 144th Place
(NAME AND ADDRESS)

Orland Park, IL 60462
(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. _____



Property of Cook County Clerk's Office

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGES AND 2:

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1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) 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 thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien thereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagor shall pay before any penalty attach all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefore. To prevent default hereunder Mortgagor shall pay under full protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
3. In the event of the enactment after this date of any law of Illinois deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debts secured hereby or the holder thereof, then and in such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
4. At such time as the Mortgagor is not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note without charge, premium or penalty. Upon full payment of principal Mortgagor will owe no further interest payments.
5. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys 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 Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, 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 the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds must be applied to the restoration and repair of the Property damaged, if restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration is not economically feasible or Mortgagee's security would be lessened, the insurance proceeds will be applied to the amounts this Security Instrument secures, whether or not then due, with any excess paid to Mortgagor. If Mortgagor does not answer within thirty (30) days a notice from the Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may collect the proceeds. Mortgagee may use the proceeds to repair or restore the Property or to pay amounts this Security Instrument secures, whether or not then due. The 30-day notice period will begin when Mortgagor is given actual notice.
6. In case of default therein, Mortgagee 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 moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of ten percent (10%) per year. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of default hereunder on the part of the Mortgagor.
7. The Mortgagee 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 of claim thereof.
8. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to the 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) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained. Mortgagor shall not be considered late or in default if Mortgagee receives payment within five (5) days of its due date.
9. When indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's 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, Torrens certificates, and similar data and assurances with respect to title as Mortgagee 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 the rate of ten percent (10%) per year, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee 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 actual or threatened suit or proceeding which might affect the premises or the security hereof.
10. 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 overage to Mortgagor, his heirs, legal representatives or assigns, as their rights may appear.
11. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint 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 may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during pendency of such foreclosure suit and, in case of a sale and a

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deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagees, 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 operations 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: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

12. 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.

13. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

14. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefore, or interested in said premises, 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 the Mortgagee, notwithstanding such extension, variation or release.

15. Mortgagee shall release this mortgage and lien thereof by proper instrument acceptable to Mortgagor upon payment and discharge of all indebtedness secured hereby without charge to Mortgagor.

16. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all 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. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time of the note secured hereby.

17. **Mortgagor's Right to Reinstate After Acceleration.** If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five (5) days before sale of the Property pursuant to paragraph 18 below of this Security Instrument, (b) such other period as applicable law might specify to the termination of Mortgagor's right to reinstate, or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Mortgagor (a) pays Mortgagee all sums that 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Mortgagee's interest in the Property and rights under this Security instrument, and (d) takes such action as Mortgagee may reasonably require to assure that Mortgagee's interest in the Property and rights under this Security Instrument, and Mortgagor's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under applicable law. Upon reinstatement by Mortgagor, this Security instrument and obligations secured shall remain fully effective as if no acceleration had occurred.

18. **Acceleration, Remedies.** Mortgagee shall give notice to Mortgagor prior to acceleration following Mortgagor'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) the date, not less than thirty (30) days from date the notice is given to Mortgagor, 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. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Mortgagee, 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. Mortgagee 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.