

UNOFFICIAL COPY

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Doc#: 0931705161 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/13/2009 12:19 PM Pg: 1 of 9

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 03-12-100-022-0000

Address:

Street: 212-224 South Milwaukee Avenue

Street line 2:

City: Wheeling

State: IL

ZIP Code: 60090

Lender: Anna Chrzastowski

Borrower: Consolidated Commercial Properties LLC

Loan / Mortgage Amount: \$528,000.00

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.

9

Certificate number: 5D3F5F9D-F975-4D9D-81EA-677DCDF8260A

Execution date: 10/23/2009

UNOFFICIAL COPY

MORTGAGE

MAIL TO

Anna Chrzastowski
2859 Shannon Court
Northbrook, IL 60062

THIS AGREEMENT, made May 20, 2009, between **CONSOLIDATED COMMERCIAL PROPERTIES LLC**, 212 South Milwaukee Avenue, Wheeling, Illinois herein referred to as "Mortgagor" and **ANNA CHRZASTOWSKI**, 2859 Shannon Court, Northbrook, Illinois, herein referred to as Mortgagee", witnesseth:

THAT WHEREAS the Mortgagor is justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of **FIVE HUNDRED TWENTY EIGHT THOUSAND DOLLARS (\$528,000.00)**, 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 as provided in said note, with a final payment of the balance due sale or any other transfer of interest in the property securing the payment of this note, 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 2859 Shannon Court, Northbrook, Illinois, .

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 **CONVEYS AND WARRANTS** unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the Village of Wheeling, County of Cook, in the State of Illinois, to wit:

SEE ATTACHED FOR LEGAL DESCRIPTION

P.I.N.: 03-12-100-022, 03-12-100-023, 03-12-100-024, 03-12-100-025, 03-12-100-026, 03-12-100-054

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

Address of Real Estate: 212-224 South Milwaukee Avenue, Wheeling, Illinois 60090.

UNOFFICIAL COPY

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, in-a-door 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 its successors or assigns shall be considered as constituting part of the real estate.

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.

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

3. In the event of the enactment after this date of any law of Illinois deducting from the value of 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 Mortgagors, 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 debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefore; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors 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 Mortgagors, 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. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors 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.

6. Mortgagors 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 money's 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.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. 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 or claim thereof.

9. Mortgagors 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 Mortgagors, 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.

10. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee 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 for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee 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, 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

UNOFFICIAL COPY

the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the highest rate now permitted by Illinois law, 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.

11. 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 overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagors 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 a 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 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 Mortgagors, 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: (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 or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. 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 inclosing same in an action at law upon the note hereby secured.

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

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. 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.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

UNOFFICIAL COPY

PARCEL 1:

LOTS 29 AND 30 IN JOSEPH L. MCDUFFIE'S SUBDIVISION TO WHEELING, BEING PARTS OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF DATED SEPTEMBER 6, 1852, AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, IN BOOK OF PLATS 49, PAGE 2, AND RE-RECORDED MARCH 23, 1882, IN BOOK 17 OF MAPS, PAGE 2, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 29; THENCE SOUTHWESTERLY 53.11 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 29 AN ASSUMED BEARING OF SOUTH 52 DEGREES, 22 MINUTES, 27 SECONDS WEST; THENCE SOUTH 38 DEGREES, 03 MINUTES, 43 SECONDS EAST, 80.52 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 30; THENCE NORTH 52 DEGREES, 22 MINUTES, 27 SECONDS EAST, 52.87 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 30 TO THE MOST EASTERLY CORNER THEREOF; THENCE NORTH 37 DEGREES, 53 MINUTES, 22 SECONDS WEST, 80.52 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 30 IN MCDUFFIE'S SUBDIVISION OF PARTS OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID MCDUFFIE'S SUBDIVISION, BEING A LINE 180 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF MILWAUKEE AVENUE, 80 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER OF LOT 29 IN SAID MCDUFFIE'S SUBDIVISION; THENCE SOUTHWESTERLY ON THE NORTHWEST LINE OF SAID LOT 29, EXTENDED SOUTHWESTERLY A DISTANCE OF 16 FEET TO OLD FENCE LINE; THENCE SOUTHEASTERLY ALONG OLD FENCE LINE AND PARALLEL WITH THE SOUTHWEST LINE OF MCDUFFIE'S SUBDIVISION 80 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF LOT 30 IN MCDUFFIE'S SUBDIVISION, 80 FEET SOUTHWESTERLY; THENCE NORTHEASTERLY ALONG THE EXTENSION OF THE SOUTHEASTERLY LINE OF SAID LOT 30, A DISTANCE OF 16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 31 AND 32 AND 33 (EXCEPT THAT PART OF SAID LOT DESCRIBED AS COMMENCING IN THE CENTER LINE OF THE CHICAGO AND

UNOFFICIAL COPY

MILWAUKEE ROAD WHERE SAID CENTER LINE INTERSECTS THE SOUTH LINE OF LOT 33 AFORESAID EXTENDED EAST; THENCE WEST 188.56 FEET; THENCE NORTHEASTERLY 154 FEET TO THE CENTER LINE OF SAID ROAD; THENCE SOUTHEASTERLY 137 FEET TO THE POINT OF BEGINNING) AND EXCEPT THAT PART TAKEN FOR MILWAUKEE AVENUE IN CONDEMNATION CASE 94L-50724, ALL IN MCDUFFIE'S SUBDIVISION OF PART OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 28 IN MCDUFFIE'S SUBDIVISION OF PARTS OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7, 1852, AS DOCUMENT 37003 AND RE-RECORDED MARCH 23, 1882, AS DOCUMENT 283023; THENCE SOUTHWESTERLY ON THE NORTHWESTERLY LINE OF SAID LOT 28 EXTENDED SOUTHWESTERLY TO THE NORTHEAST CORNER OF LOT 11 IN PETAN'S SUBDIVISION OF PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 11 AND PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1977, AS DOCUMENT 23850670; THENCE SOUTH 35 DEGREES, 52 MINUTES, 45 SECONDS EAST 130.20 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 11 IN PETAN'S SUBDIVISION TO A CORNER OF SAID LOT 11; THENCE SOUTH 9 DEGREES, 01 MINUTES, 54 SECONDS WEST 61.55 FEET ALONG THE EAST LINE OF SAID LOT 11 IN PETAN'S SUBDIVISION EXTENDED SOUTHERLY TO THE LINE OF MORS FARM SYNDICATE SUBDIVISION UNIT 1, A SUBDIVISION OF PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 11 AND NORTHWEST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 1927, AS DOCUMENT 9771523 AND SAID NORTH LINE EXTENDED EAST OF THE SOUTHWESTERLY CORNER OF LOT 33 IN MCDUFFIE'S SUBDIVISION DESCRIBED AFORESAID; THENCE EAST ALONG SAID NORTH LINE EXTENDED EAST TO THE SOUTHWESTERLY CORNER OF SAID LOT 33; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY AVENUE OF MCDUFFIE'S SUBDIVISION TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 30 IN MCDUFFIE'S SUBDIVISION OF PARTS OF SECTIONS 1, 2, 11 AND 12,

UNOFFICIAL COPY

TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID MCDUFFIE'S SUBDIVISION, BEING A LINE 180 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF MILWAUKEE AVENUE, 80 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER OF LOT 29 IN SAID MCDUFFIE'S SUBDIVISION; THENCE SOUTHWESTERLY ON THE NORTHWEST LINE OF SAID LOT 29, EXTENDED ALONG OLD FENCE LINE AND PARALLEL WITH THE SOUTHWEST LINE OF MCDUFFIE'S SUBDIVISION, 80 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF LOT 30 IN MCDUFFIE'S SUBDIVISION, EXTENDED SOUTHWESTERLY; THENCE NORTHEASTERLY ALONG THE EXTENSION OF THE SOUTHEASTERLY LINE OF SAID LOT 30, A DISTANCE OF 16 FEET, TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office