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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 0933856055 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/04/2009 02:15 PM Pg: 1 of 4

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN** 03-29-117-009-0000

Address:

Street: 726 N. Belmont Avenue

Street line 2:

City: Arlington Heights

State: IL

ZIP Code: 60004

Lender: Antoni Tokarz

Borrower: Andrew Wachowski and Margaret Wachowski

Loan / Mortgage Amount: \$675,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77170 et seq. because the application was taken by an exempt entity.

Certificate number: 1B6302CC-3329-4CC8-A75E-8871190A52C8

Execution date: 12/03/2009

UNOFFICIAL COPY**MORTGAGE**

The GRANTOR(s)
Andrew Wachowski &
Margaret Wachowski,

MORTGAGE

This Mortgage is made on the 8th of April, in the year of 2009 between both Andrew Wachowski and Margaret Wachowski, as Mortgagor(s), whose address is: 733 N. Belmont Avenue, Arlington Heights, Illinois, and Antoni Tokarz, as Mortgagee(s), whose address is 9430 Bridge Creek Lane, New Castle, California 95658. Mortgagor(s) conveys, sells and mortgages to Mortgagee real estate located in Cook County, State of Illinois, and is described as follows:

LEGAL DESCRIPTION:

THE SOUTH 66 FEET OF THE NORTH 321 FEET OF THE NORTHWEST ¼ OF BLOCK 8, IN D.W. MILLER'S ARLINGTON HEIGHTS ACRE ADDITION, IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Including all buildings, structures, improvements, and fixtures now or in the future located on the real estate during the term of this Mortgage, and together with all appurtenances, and all revenue and income arising from such property. The street address of the Mortgaged property is:

726 N. Belmont Avenue, Arlington Heights, Illinois 60004.

PARCEL IDENTIFICATION NUMBER:

03-29-117-009-0000

This Mortgage secures the following obligations or indebtedness of Mortgagors to Mortgagee:

**A Promissory Note in the Amount of
Six Hundred Seventy-Five Thousand (\$675,000.00) Dollars,**

including any and all future advances made by Mortgagee(s) to Mortgagor(s).

Mortgagor(s) represent, covenants, warrants, and agrees as follows:

1. To timely pay the above-described indebtedness and to timely perform all other obligations contained within this Mortgage.
2. Mortgagor(s) is lawfully seized of the real estate; holds clear title to it in fee simple; and, has a right and authority to execute and convey the mortgaged property.

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3. The mortgaged property is free and clear of all liens and encumbrances except for non-delinquent real estate taxes and special assessments and as otherwise stated in this Mortgage.
4. Mortgagor(s) will warrant and defend title to the real estate and the lien and priority of this Mortgage against claims and demands of all persons now existing or arising during the term of this Mortgage and the underlying indebtedness and obligations secured by the Mortgage.
5. All buildings, structures, improvements, and fixtures described above are and will be located on the real estate.
6. To maintain fire and casualty insurance in the amount of the estimated value on the mortgaged property, and Mortgagor(s) shall provide proof of such insurance to Mortgagee(s).
7. To pay all real estate taxes and special assessments upon the Mortgaged property as they become due.
8. To not otherwise encumber or create a lien upon the mortgaged property without obtaining prior written approval from the Mortgagee(s).
9. To comply with any and all federal, state, municipal or other local laws and regulations regarding the mortgaged property and its use.
10. To maintain the mortgaged property in good and reasonable condition and to make no material alternation of it without receiving prior written approval from the Mortgagee(s).
11. To allow Mortgagee(s) and/or his/her agents to enter upon the mortgaged property, at reasonable times, to inspect it. Mortgagee(s) has no duty to inspect the mortgaged property, but may do so for his/her own benefit.
12. To timely notify the Mortgagee(s) of any legal suits or proceedings affecting the mortgaged property including but not limited to quiet title proceedings, tax sales, and condemnation proceedings. Mortgagee(s) has a right to intervene in such proceedings to defend his/her interest in the mortgaged property including the priority of his/her lien.

In the event that Mortgagor(s) fails to perform any of the covenants and obligations contained in this Mortgage, the Mortgagee(s) may perform such covenants and obligations and take other action as is necessary to protect Mortgagee(s) interest in the mortgaged property. Any cost incurred by the Mortgagee(s) in making such performance shall be paid by the Mortgagor(s) and shall become immediately due and payable together with interest on any unpaid amount at the rate of nine (9%) percent per annum, unless otherwise agreed upon in writing by the parties.

In the event Mortgagor(s) defaults in performance of any covenant or agreement imposed by this Mortgage or the underlying indebtedness or obligations secured by it, the Mortgagee(s) may declare the Mortgagor(s) to be in default by the Mortgage and seek such remedies as allowed by the laws of the State of Illinois, including but not limited to acceleration of the indebtedness due, cost, interest and reasonable attorney fees (if allowed by state law) subject to the statutory rights afforded to the Mortgagor(s). Forbearance by the Mortgagee(s) in exercise of such rights and remedies shall not be deemed as a waiver of them and shall not preclude Mortgagee(s) from exercising such rights and remedies at a later date.

All notices required to be given, whether by law or this Mortgage, shall be delivered to the parties at the addresses shown above in this Mortgage.

This Mortgage is affected as a financing statement filed as a fixture filed for personal property described in this Mortgage from the date of recording of this Mortgage.

The laws of the State of Illinois shall govern the construction, interpretation and enforcement of this Mortgage. All words and phrases contained in this Mortgage (and the attached Acknowledgement, if any) shall be construed in the singular, plural, masculine, feminine or neutral according to the context in which they appear. If any provision of this Mortgage is declared to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Mortgage shall remain in full force and effect. If a court holds that any provision of this Mortgage is invalid, illegal or unenforceable as written, but is valid, legal and enforceable by limiting such provisions consistent with state law, the provision shall be deemed to have been so written, constructed and enforced as limited.

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Mortgagor(s) shall, upon the request of the Mortgagee(s), sign additional instruments in the event that such additional instruments are reasonably required to evidence or prove the lien of this Mortgage and/or to protect the security interest of the Mortgagee(s) in the mortgaged property. Mortgagor(s) shall immediately pay the cost and expenses of filing and recording such additional instruments.

The rights and obligations created within this Mortgage are binding upon and to the benefit of the parties and their legal representatives, heirs, successors, and assigns.

Mortgagor(s) acknowledges receipt of copies of this Mortgage and the promissory notes or other written obligations secured by this Mortgage.

DATE: 4-8-09
[Signature]
Mortgagor

[Signature]
Mortgagor

The Mortgagor(s) relinquishes and waives his/her right of dower, homestead, and distributive share in and to the mortgaged property and waives all rights of exemption as to any of the mortgaged property. I/we understand that any homestead property included in the mortgaged property is often protected from the claims of creditors and exempted from judicial sale. I/we voluntarily waive and relinquish such protection for the homestead property covered by this Mortgage with respect to claims based upon this Mortgage.

DATE: 4-8-09
[Signature]
Mortgagor

[Signature]
Mortgagor

I, the undersigned, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that **ANDREW WACHOWSKI** and **MARGARET WACHOWSKI**, 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 same instrument as their 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 8th day of APRIL, 2009
[Signature]
Notary Public

Place Seal Here:

