

UNOFFICIAL COPY

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



0934312005

Doc#: 0934312005 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/09/2009 08:44 AM Pg: 1 of 8

Report Mortgage Fraud
800-532-8785

The property identified as: **FIN: 06-23-401-025-0000**

Address:

Street: 314 BERKLEY PLACE

Street line 2:

City: STREAMWOOD

State: IL

ZIP Code: 60107

Lender: THE RECTOR, WARDENS AND VESTRYMENT OF THE CHURCH OF ST. COLUMBA

Borrower: JAMIE CARDONA AND JUANA CARDONA

Loan / Mortgage Amount: \$15,851.84

This property is located within Cook County and the transaction is exempt from the requirements of 185 ILCS 77/70 et seq. because the application was taken by an exempt entity.

BOX 333-CT

Certificate number: 3EE0948B-EF70-4C22-A6DF-899BD0272A83

Execution date: 11/13/2009

8/12/09

UNOFFICIAL COPY

CTI 8479851 AH QMD

2009 29053839

MORTGAGE

THIS AGREEMENT made November 13, 2009 between JAMIE CARDONA,* herein referred to as "Mortgagor" and The RECTOR, WARDENS AND VESTRYMEN OF THE CHURCH OF ST. COLUMBA, an Illinois not for profit Corporation referred to as "Mortgagee", WITNESSETH:

* and Juana Cardona

THAT WHEREAS the Mortgagor is justly indebted to the legal holder of a principal promissory note, termed "Secured Promissory Note" of even date herewith, executed by Mortgagor, made payable to The RECTOR, WARDENS AND VESTRYMEN OF THE CHURCH OF ST. COLUMBA and delivered, in and by which note Mortgagor promises to pay the principal sum of FIFTEEN THOUSAND EIGHT HUNDRED FIFTY ONE DOLLARS AND 84/100 (\$15,851.84) without interest, such sum to be payable in installments as follows: TWO HUNDRED SIXTY FOUR DOLLARS and 20/100 (\$264.20) on the 1st day of each and every month for a period of sixty (60) months commencing on December 1, 2009 and each subsequent payment due on the 1st day of each consecutive month thereafter until said note is fully paid, except that the final payment, if not sooner paid, shall be due on the 1st day of November 2014; all such payments on account of the indebtedness evidenced by said note to be applied to the remainder to principal; all such payments being made payable at The Church of St. Columba located at 1800 W. Irving Park Road, Hanover Park, Illinois 60107 or at such other place as the legal holder of the Note may, from time to time, in writing appoint, which Note further provides that at the election of the legal holder thereof and with notice, the principal sum remaining unpaid thereon shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Mortgage.

NOW, THEREFORE, to secure the payment of the said sum of money in accordance with the terms, provisions and limitations of the above mentioned note and of this Mortgage, and the performance of the covenants and agreements herein contained by the Mortgagor to be performed,

UNOFFICIAL COPY

and for other valuable consideration the receipt whereof is hereby acknowledged, Mortgagor by these presents **CONVEY AND WARRANT** unto the Mortgagee its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate lying and being in the Village of Streamwood, County of Cook and State of Illinois, to wit:

LOT 705 IN WOODLAND HEIGHTS UNIT NO 9, BEING A SUBDIVISION IN SECTION 23, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON AUGUST 28, 1959 AS DOCUMENT NUMBER 1882482.

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

Permanent Real Estate Index Number(s): 06-23-401-025-0000

Address of Real Estate: 314 Berkeley Place, Streamwood, Illinois

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 rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily) and all fixtures, 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, awnings, storm doors and windows, floor coverings, beds, stoves and water heaters. All of the foregoing are declared and agreed to be part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagor or his successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its or 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 Mortgagor does hereby expressly release and waive.

The name of a record owner is: **JAMIE CARDONA** and *Juana Cardona*

FURTHER, THE FOLLOWING COVENANTS, CONDITIONS AND PROVISIONS FORM A PART OF THE MORTGAGE:

1. Mortgagor shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the

UNOFFICIAL COPY

lien hereof; (4) 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 Trustee or to holders of the note; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof.

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 the premises when due, and shall, upon written request furnish to Mortgagee or to holders of the Note the original or duplicate receipts therefore. 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 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 holders of the Note, under insurance policies payable, in the case of loss or damage, to Mortgagee for the benefit of 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, Mortgagee or 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 moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Mortgagee or the holder of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning any action herein authorized, 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 nine percent per annum. Inaction of Mortgagee or 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 Mortgagee or the holder 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

UNOFFICIAL COPY

or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagor shall be pay each item of indebtedness herein mentioned when due according to the terms hereof. At the election of the holder of the principal note, and only after ten (10) days written notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the principal Note or in this Mortgage to the contrary, become due and payable when default shall occur in payment of principal. Default shall occur when any monthly payment is not paid within ten (10) days after written notice is given to the Mortgagor at the address of the Mortgage Property.

7. If all or any part of the property subject to this Mortgage is sold or transferred without the Mortgagee's written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage.

8. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, the Mortgagee or holder of the Note shall have the right to foreclose the lien hereof, and 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 or holder of the note 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) or procuring all such abstracts of title, title searches and examinations, guarantee policies, and similar data and assurances with respect to title as Mortgagee or holder 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. In addition, 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 nine per cent per annum, when paid or incurred by Mortgagee or holder of the Note in connection with (a) any action, suit or proceeding, including by not limited to 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) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

UNOFFICIAL COPY

9. 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 hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

10. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the Court in where such complaint is filed may appoint a receiver of said premises subject to the provisions of Illinois law. 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 a 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 for 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: (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.

11. No action for the enforcement of the lien of this Mortgage 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.

12. Mortgagee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. Mortgagee has no duty to examine the title, location, existence, or condition of the premises, 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.

UNOFFICIAL COPY

14. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid; and Mortgagee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Mortgagee the Note, representing that all indebtedness hereby secured has been paid, which representation Mortgagee may accept as true without inquiry.

15. Nothing in this Mortgage is intended to obviate, pre-empt, infringe upon, modify or in any way affect any rights Mortgagor may have including but not limited to rights of reinstatement, redemption, defenses or otherwise found in the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-110 *et seq.*

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 at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note, or this Mortgage.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Mortgage, consisting of seven (7) pages including the notary page, on the day and year first above written.



 JAIME CARDONA



 Juana Cardona

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State of Illinois aforesaid,
DO HEREBY CERTIFY that **JAIME CARDONA** ^{and Juana Cardona} 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 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 wavier of the
 right of homestead.

Witness my hand and official seal this 10th day of November, 2009.

My Commission expires: 11-16-11

Joan Vasquez
 Notary Public

This instrument was prepared by and mailed by:

David M. Stieper
 STIEPER LAW OFFICES, LTD.
 2500 W. Higgins, Suite 1200
 Hoffman Estates, Illinois 60169
 Ph : (847) 519-7970

