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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

**Report Mortgage Fraud**  
**800-532-8785**



Doc#: 0935122023 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/17/2009 09:11 AM Pg: 1 of 5

Property of Cook County Clerk's Office

The property identified as: **PN# 14-19-422-043-1001**

**Address:**

**Street:** 3340 N. Paulina Street, Unit 1N

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60657

**Lender:** The Roger C. Edgren Trust dated May 13, 2002

**Borrower:** Carl J. Edgren and Adrienne E. Edgren

**Loan / Mortgage Amount:** \$275,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 705 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** 04F43B00-490D-47B7-81F3-A7219544738C

**Execution date:** 12/09/2009

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## MORTGAGE

THIS MORTGAGE, made this 1ST day of October, 2009, between Carl J. Edgren and Adrienne E. Edgren, husband and wife, of 3340 N. Paulina, Apt. 1N, Chicago, Illinois 60657 hereinafter referred to as the "Mortgagor", and The Roger C. Edgren Trust dated May 13, 2002, of 5387 Egypt Creek Blvd., NE, Ada, Michigan 49301 hereinafter referred to as the "Mortgagee";

WITNESSETH, that the Mortgagor, in consideration of the amount of Two Hundred Seventy Five Thousand Dollars (\$275,000) the receipt of which is hereby acknowledged, hereby mortgages and warrants to the Mortgagee, its successors and assigns, forever, the land and property situated in the City of Chicago, Cook County, Illinois described on Exhibit "A" attached hereto and made a part hereof.

This Mortgage is given to secure the repayment as the same becomes due of all sums payable under a certain Mortgage Note (the Note) of even date herewith, executed by the Mortgagor to the order of the Mortgagee, and to secure the faithful performance by the Mortgagor of all covenants and obligations undertaken by it in the Note and in this Mortgage. This Mortgage is given upon the condition that if the Mortgagor shall pay to the Mortgagee, its successors and assigns, the principal amount with interest thereon, according to the terms of the Note, shall pay all other sums herein provided for, and shall well and truly keep and perform all of the covenants and promises contained herein and in the Note referred to above, then this Mortgage shall be null and void; otherwise it shall remain in full force and effect.

The Mortgagor covenants with the Mortgagee, its successors and assigns, and the Holder of the Note (as used herein, the word "Holder" means the legal owner of the Note) as follows:

1. For value received and the consideration aforesaid, the Mortgagor hereby agrees to pay to the Mortgagee at such place as the Holder of the Note may designate in writing the principal sum of Two Hundred Seventy Five Thousand Dollars (\$275,000) with interest at 4.75% per annum, in the manner indicated in the Note.

2. Mortgagor shall pay before the same become delinquent, all taxes, assessments, and other charges and encumbrances which now are or shall hereafter be or appear to be a lien upon the mortgaged premises or any part thereof, and will promptly deliver or cause to be delivered the official receipts therefor to the Holder to evidence such payment. The Mortgagor agrees to pay all debts that may become liens upon or charges against the mortgaged premises for repairs or improvements that are now or may hereafter be made thereon, and not to permit any lien of any kind other than the lien of this mortgage and the lien of taxes not yet due and payable to attach to and remain on the premises or any part thereof or the improvements thereof.

3. Mortgagor shall keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Holder against loss or damage by fire, windstorm, and other hazards, casualties, and contingencies, covered by extended coverage insurance. All insurance which the Mortgagor is required to maintain hereunder shall name Holder as an insured and shall be in such amounts and for such periods as may be required by the Holder. Mortgagor shall pay, when due, any premiums for such insurance coverage. All insurance shall be carried in companies approved by the Holder and copies of the policies and renewals thereof shall be held by the holder and have attached thereto loss payable clauses in favor of and in form(s) acceptable to the Holder.

Mortgagor shall deposit with Holder the renewal policy or policies at least fifteen (15) days prior to the expiration of any insurance coverage provided for herein. In the event of a loss, the Mortgagor shall give immediate notice by mail to the Holder, and each insurance company concerned is hereby authorized and directed to make payment jointly to the Mortgagor and the Holder. The insurance proceeds, or any part thereof, may be applied by the Holder and the Mortgagor, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

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In the event of foreclosure of this Mortgage or other transfer of title to the mortgaged property in lieu of foreclosure, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. Mortgagor shall not commit waste, nor permit the commission of waste on the mortgaged premises and shall keep the building thereon and all equipment therein in good repair. Mortgagor shall promptly comply with all laws, ordinances, regulations and requirements of any governmental body affecting the mortgaged premises.

5. In the event that Mortgagor fails or neglects to pay taxes, assessments, and insurance premiums, or fails and neglects to observe and perform any other covenant contained herein to maintain, repair, and protect the security for the indebtedness herein mentioned, then Holder may, at its option, (but shall not be required to) pay such taxes, assessments, or insurance premiums, perform the Mortgagor's obligations and covenants which are then in default, and take such action as is necessary to protect the security and the Holder's interest therein. In any of such events, if Holder does so elect to make such payments or perform such obligations, all sums expended, including expenses, court costs, and reasonable attorneys' fees, shall become a part of the indebtedness secured hereby and shall be a lien upon the mortgaged premises. Such sums shall be due and payable forthwith upon demand by Holder upon Mortgagor. No payment or performance by Holder in any such event shall in any way be considered as a cure of any default of Mortgagor hereunder, nor as a waiver of such default by the Holder.

6. In the event that Mortgagor, or her successors and assigns, sells, transfers, or conveys the mortgaged premises or any part thereof or interest therein to another person, (except by reason of the exercise of the power of eminent domain as above provided) then Holder may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and to the debt hereby secured in the same manner as with the Mortgagor without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises, no forbearance on the part of the Holder and no extension of the time for the payment of the debt hereby secured, given by the Holder, shall operate to release, discharge, modify, change, or affect the original liability of the Mortgagor either in whole or in part, nor shall the full force and effect of the lien of this instrument be altered thereby.

7. The failure to pay any sum of money, whether for principal, interest, late charge, taxes, assessments, insurance premiums, or for any other purpose within thirty (30) days after Mortgagee mails notice of the default as required by and in accordance with the terms of the Note and this Mortgage and at the times specified, the failure to observe and perform any other covenant and obligation of the Note or this Mortgage, the making by the Mortgagor of an assignment for the benefit of creditors, the appointment of a trustee or receiver for the Mortgagor or of the whole or a substantial part of the mortgaged property, the filing by the Mortgagor of any petition or proceeding for relief under the Federal Bankruptcy Code or the approval by a court of competent jurisdiction of the filing of such a petition or proceeding against the Mortgagor, shall constitute an event of default under the terms of this Mortgage. Upon the occurrence of any such event of default, Holder may, at its sole option and without notice, declare the entire indebtedness secured hereby to be immediately due and payable, anything herein or in the Note to the contrary notwithstanding. Upon the occurrence of any such event of default and the Holder's election to accelerate the indebtedness secured hereby, the Holder is hereby authorized and empowered to sell or cause to be sold the property hereby mortgaged, and to convey the same to the purchaser, pursuant to the statute in such case made, either by foreclosure by advertisement or foreclosure under court proceedings, and out of the proceeds of such sale to retain the moneys due under the terms of this Mortgage, and the costs and expenses of such sale, including statutory attorneys' fees, rendering the surplus moneys (if any) to the Mortgagor.

8. If any provision of this Mortgage or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of this instrument which can be given effect without the invalid provision or application and to that end, the provisions hereof are declared to be severable.

9. No acceptance by Holder of the payment of any sum due hereunder or provided for in the Note, after the date the same became due and payable, and no omission, delay, or forbearance of the Holder in demanding any payment in declaring any acceleration for default, or in enforcing any other right which he holds hereunder or under the Note, shall be deemed to constitute a waiver by it of such default or of its rights, or estop it from thereafter exercising any its remedies or rights under law.

10. The pronouns and relative words herein used shall be read as if written in the plural, feminine or neuter form as to appropriately refer to the parties designated.



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## EXHIBIT A

STREET ADDRESS: 3340 N. Paulina Street  
CITY: CHICAGO COUNTY: COOK  
TAX NUMBER: 14-19-422-043-1001

Unit 1N

### LEGAL DESCRIPTION:

UNIT NO. 3340-1 IN THE PAULINA PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 1 AND THE EAST 6 FEET OF LOT 2 IN BLOCK 4 IN GROSS NORTH ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHWESTERLY 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 97591247 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

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