

**UNOFFICIAL COPY****Illinois Anti-Predatory  
Lending Database  
Program****Certificate of Exemption**

**Doc#: 0936250011 Fee: \$50.00**  
Eugene "Gene" Mocre RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/28/2009 02:10 PM Pg: 1 of 8

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

The property identified as: **PIN: 04-23-302-017-1003**

**Address:**

**Street:** 1828 Wildberry Drive

**Street line 2:** Unit C

**City:** Glenview

**State:** IL

**ZIP Code:** 60025

**Lender:** Seymour Bartlett

**Borrower:** Jonathan Klemptner

**Loan / Mortgage Amount:** \$1,350,000.00

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:** E16470CF-9A8E-4181-A65B-0B6205D8201E

**Execution date:** 12/24/2009

8 P 92 R 2

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This instrument prepared by and  
after recording should be returned to:

Joey B. Waldman  
1247 Waukegan Road, Suite 100  
Glenview, Illinois 60025

**MORTGAGE**

THIS MORTGAGE ("Mortgage") is given as of December 23, 2009. The mortgagor is Jonathan Kleinriner, married to Mary Ellen Klemptner ("Mortgagor"). This Mortgage is given to Seymour Bartlett, whose address is 23293 Torre Circle, Boca Raton, Florida 33433 ("Mortgagee"). Mortgagor is indebted to Mortgagee in accordance with that certain Secured Promissory Note dated March 31, 1999, in the original principal amount of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00) ("Note"). The Note is in default. Mortgagor and Mortgagee have entered into that certain Forbearance Agreement of an even date ("Forbearance Agreement") whereby Mortgagee agrees to forbear the collection of the sums due under the Note; provided, Mortgagor executes this Mortgage. This Mortgage secures to Mortgagee: (a) the repayment of the obligation evidenced by the Note; (b) the payment of all other sums, with interest, advanced to protect the security of this Mortgage; and (c) the performance of Mortgagor's covenants and agreements under this Mortgage and any other document executed by either Mortgagor or Borrower. For this purpose, Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described property located in Cook County, Illinois:

See Legal Description attached as Exhibit "A"

which has the address of: 1828 Wildberry Drive, Unit C, Glenview, Illinois 60025 ("Property Address") and Real Estate Tax Identification No: 04-23-302-017-1003.

Together with all the improvements now or hereafter erected on the Property, and all easement rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property". Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Mortgagor and Mortgagee covenant and agree as follows:

1. **Charges; Liens.** Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, all indebtedness due under any prior mortgages, and leasehold payments or ground rents, if any. Mortgagor shall pay these obligations on time directly to the person owed payment. Mortgagor shall

*J. P. R. E.*

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promptly furnish to Mortgagee all notices of amounts to be paid under this paragraph. If Mortgagor makes these payments directly, Mortgagor shall promptly furnish to Mortgagee receipts evidencing the payments.

Mortgagor shall promptly discharge any lien, other than a lien existing as of the date hereof and disclosed on the Mortgagee's policy of title insurance, which has priority over this Mortgage unless Mortgagor (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Mortgagee's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. If Mortgagee determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

2. **Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Mortgagee requires insurance. This insurance shall be maintained in the amounts and for the periods that the Mortgagee requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Mortgagee and shall include a standard mortgagee clause. Mortgagee shall have the right to hold the policies and renewals. If Mortgagee requires, Mortgagor shall promptly give to Mortgagee all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may collect the insurance proceeds. Mortgagee may use the proceeds to repair restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

If under paragraph 15 the Property is acquired by Mortgagee, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

3. **Preservation and Maintenance of Property; Leaseholds.** Mortgagor shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Mortgage is on a leasehold, Mortgagor shall comply with the provisions of the lease,

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and if Mortgagor acquires fee title to the Property, the leasehold and fee title shall not merge unless Mortgagee agrees to the merger in writing.

4. **Protection of Mortgagee's Rights in the Property; Mortgage Insurance.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Mortgagee's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Mortgagee may do and pay for whatever is necessary to protect the value of the Property and Mortgagee's rights in the Property. Mortgagee's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Mortgagee may take action under this paragraph 4, Mortgagee does not have to do so.

Any amounts disbursed by Mortgagee under this paragraph 4 shall become additional debt of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate applicable to the sums secured by this Mortgage and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.

If Mortgagee required mortgage insurance as a condition of making the extension of credit secured by this Mortgage, Mortgagor shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Mortgagor's and Mortgagee's written agreement or applicable law.

5. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Property, unless Mortgagor and Mortgagee otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due.

6. **Mortgagor Not Released; Forbearance By Mortgagee Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release the

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liability of the original Mortgagor or Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor or Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

7. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Mortgagee and Mortgagor, subject to the provisions of paragraph 13. Mortgagor's covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage that is not a party to the Note (as defined in the Forbearance Agreement): (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sum secured by this Mortgage; and (c) agrees that Mortgagee and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage without that Mortgagor's consent.

8. **Intentionally Deleted.**

9. **Legislation Affecting Mortgagee's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the this Mortgage unenforceable according to its terms Mortgagee, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 15. If Mortgagee exercises this option, Mortgagee shall take the steps specified in the second paragraph of paragraph 13.

10. **Notices.** Any notice to Mortgagor provided for in this Mortgage shall be given by delivering or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Mortgagor's address as set forth in the Forbearance Agreement or any other address Mortgagor designates by notice to Mortgagee. Any notice to Mortgagee shall be given by first class mail to Mortgagee's address stated herein or any other address Mortgagee designates by notice to Mortgagor. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given as provided in this paragraph.

11. **Governing Law; Severability.** This Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of the Mortgage which can be given effect without the conflicting provision. To this end the provisions of this Mortgage are declared to be severable.

12. **Mortgagor's Copy.** Mortgagor shall be given one conformed copy of this Mortgage.

13. **Transfer of the Property or a Beneficial Interest in Mortgagor.** If all or any part of the Property or an interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent,

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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.

14. **Intentionally Deleted.**

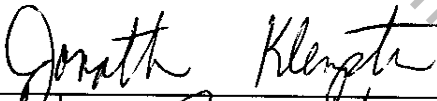

15. **Acceleration: Remedies.** Upon default by Mortgagor of any obligation contained herein, Mortgagee shall have the right exercise any of the rights and remedies set forth herein including, but not limited to, foreclosure by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to, reasonable attorneys' fee and costs of title evidence.

16. **Mortgagee in Possession.** Upon acceleration under paragraph 15 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Mortgagee (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Mortgagee or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

17. **Release.** Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay any recordation costs.

18. **Future Advances.** This Mortgage also secures future advances made under this Mortgage from the date hereof in an aggregate principal amount not to exceed Five Hundred Twelve Thousand Five Hundred Dollars (\$512,500.00) which future advances shall have the same priority as if all such future advances were made on the date of execution hereof. Nothing herein contained shall be deemed an obligation on the part of Mortgagee to make any future advances.

**BY SIGNING BELOW,** Mortgagor accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Mortgagor and recorded with it.

  
 \_\_\_\_\_  
 JONATHAN KLEMPPTNER  
  
 \_\_\_\_\_  
 MARY ELLEN KLEMPPTNER solely as to waiver  
 of homestead rights

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## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK )

I, Paulette H. Kirschner Notary Public in and for said county and state, do hereby certify that Jonathan Klemptner and Mary Ellen Klemptner personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this day of 23<sup>rd</sup> day of December, 2009.

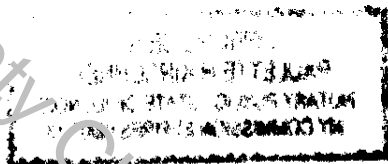
Paulette H. Kirschner (SEAL)  
NOTARY PUBLIC



Clerk of Cook County Clerk's Office

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Property of Cook County Clerk's Office





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## EXHIBIT "A"

### LEGAL DESCRIPTION

#### PARCEL 1:

UNIT NO. 5C, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL 1) PART OF BLOCK 2, IN VALLEY LO, UNIT NO. 5, BEING A SUBDIVISION IN SECTION 23, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SAID SURVEY IS ATTACHED AS EXHIBIT A, TO A CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP, MADE BY THE EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 25, 1966, AND KNOWN AS TRUST NO. 19407, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, OF COOK COUNTY, ILLINOIS, AS DOC. NO. 21244446; TOGETHER WITH AN UNDIVIDED 18.93 PERCENT INTEREST IN THE SAID PARCEL, (EXCEPT FROM SAID PARCEL, ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREON, AS DEFINED AND SET FORTH IN THE SAID DECLARATION OF CONDOMINIUM OWNERSHIP AND SURVEY), IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS, FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DEED, (DOC. NO. 21244446, AND AMENDED BY DOC. NO. 21282451), FROM THE EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSN., AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 25, 1966 AND KNOWN AS TRUST NO. 19407, TO DONOVAN M. POBANZ AND MARIE J. POBANZ, DATED MAY 19, 1971, AND RECORDED JUNE 11, 1971, AS DOC. NO. 21509318, WITH RESPECT TO THAT PORTION OF REAL ESTATE DESCRIBED AS "DRIVEWAY" UPON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM, RECORDED AS DOC. NO. 21244446, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 1828 WILDBERRY DRIVE, UNIT C, GLENVIEW, ILLINOIS 60025

PROPERTY INDEX NUMBER: 04-23-302-017-1003