



Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption

Doc#: 0936229005 Fee: \$60.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/28/2009 10:13 AM Pg: 1 of 13

Report Mortgage Fraud  
800-532-8783

The property identified as: PIN: 09-15-202-048-1057

Address:

Street: 8815 W. Golf Road,

Street line 2: Unit #7B

City: Niles

State: IL

09-0824  
ZIP Code: 60714

Lender: Loans 4 U, Inc.

Borrower: Chicago Title Land Trust Company, as Trustee under Trust No. 8002346682, dated May 30, 2006

Loan / Mortgage Amount: \$50,000.00

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: FFD16318-A651-4C5A-BB28-4AD16324220D

Execution date: 12/23/2009

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## MORTGAGE

BUDIMIR RADOJCIC

Mortgagor

To

LOANS 4 U, INC., an IL  
Corporation

Mortgagee

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## MORTGAGE

THIS MORTGAGE, effective as of the 23rd day of December, 2009, by Chicago Title and Land Trust Company, as Trustee under Trust No. 8002346682, dated May 30, 2006, of 171 N. Clark St., Chicago, IL 60601 ("Mortgagor"), to Loans 4 U, Inc., an IL corporation, of 4102 W. Peterson, Chicago, IL 60646 ("Mortgagee").

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## RECITALS

Mortgagor is the legal title holder of the real estate commonly known as:

8815 W. Golf Rd., Unit #7B, Niles, IL 60714.

On even date herewith, Budimir Radojcic (a beneficiary of above cited land trust) executed and delivered to Mortgagee a Promissory Note (the "Promissory Note") in the principal amount of and Fifty Thousand and 00/00 Dollars (\$50,000.00), with interest accruing thereon (the "Indebtedness").

When the term Mortgagor is used throughout this document when referring to obligations and liabilities of the Mortgagor, it shall include not only the aforescribed land trust (fee owner of real estate, but also Budimir Radojcic, the beneficiary of said land trust.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, Mortgagor DOES HEREBY COLLATERALLY ASSIGN and MORTGAGE unto Mortgagee, its heirs, successors and assigns, the real estate described in Exhibit "A", attached hereto and made a part hereof, which together with the property mentioned in the next five (5) succeeding paragraphs hereto, shall be referred to as the "Real Property";

TOGETHER with all right, title and interest of Mortgagor, including any after-acquired title or revisions, in and to the beds of the ways, streets, avenues and alleys adjoining the Real Property;

TOGETHER with all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, mineral rights, water rights, riparian rights, other rights, liberties and privileges thereof or in any other claim at law or in equity as well as any after-acquired title, franchise or license and reversions and remainder and remainders hereof;

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon, and all fixtures, furnishings and equipment now or hereafter owned by Mortgagor and attached to or forming a part of or used in connection with the Real Property and all renewals, replacements and substitutions thereof or substitutions therefore, whether or not attached to said building(s), it being mutually agreed

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that all of the aforesaid property owned by Mortgagor and placed on the Real Property shall, so far as permitted by law, be deemed to be fixtures, a part of the Real Property, and security for the Indebtedness;

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Real Property for any taking by eminent domain, either permanent or temporary, of all or any part of the Real Property or any easement or appurtenances thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Mortgagee.

TOGETHER with all leases or occupancy agreements now or hereafter entered into of the Real Property, or any portion thereof, and all rents, profits, revenues, earnings and royalties therefrom, including but not limited to, cash, letters of credit or securities deposited thereunder to secure performance by the tenants or occupants of their obligations thereunder whether such cash, letters of credit or securities are to be held until the expiration of the terms of such leases or occupancy agreements are applied to one or more of the installments of rent coming due prior to the expiration of such terms including, without limitation, the right to receive and collect rents thereunder.

TO HAVE AND TO HOLD the Real Property, and all other above-described property and rights, unto Mortgagee, her heirs, successors and assigns, forever; Mortgagor hereby **RELEASING AND WAIVING** all rights under and all virtue of the homestead exemption laws of the State of Illinois.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay when due the Indebtedness and duly and timely perform and observe all of the terms, provisions, covenants and agreements herein provided to be performed and observed by Mortgagor, then this Mortgage shall cease and become void and of no effect; but otherwise this Mortgage will remain in full force and effect.

## **MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:**

1. Payment of Indebtedness. Mortgagor shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements to be performed and observed as provided herein; and this Mortgage shall secure the following: (a) the payment of the Indebtedness; and (b) the performance and observance of all of the covenants, and provisions in this Mortgage, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged

2. Maintenance, Repair, Restoration, Liens, etc. Mortgagor shall (a) keep the Real Property in good condition and repair, without waste, and free from mechanic's, materialmen's or like non-consensual liens; (b) comply with all requirements of law, municipal ordinance or restrictions and covenants of record with respect to the Real

Property; and (c) suffer or permit no unlawful use of, or nuisance to exist upon the Real

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Property.

3. Taxes. Mortgagor shall cause to be paid before any penalty attaches all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments (the "Taxes"), applicable to the Real Property.

4. Insurance. Mortgagor will keep insured all of the buildings and improvements now or hereafter included within the Real Property. Such insurance shall name Mortgagee as an additional insured and loss payee.

5. The Debt. This Mortgage secures the following (the "Debt"):

The indebtedness evidenced by a Promissory Note (the "Promissory Note") executed by Budimir Radojicic (the "Maker") to Loans 4 U, Inc., an IL corporation ("Holder") effective as of December 23, 2009, in the principal amount of Fifty Thousand and 00/100 dollars (\$50,000.00), and any extensions, modifications, renewals or refinancing thereof, and which said Note provides for a) monthly interest of \$1,500.00 and b) escrow and legal fees.

6. Events of Default. One or more of the following events shall be events of default ("Events of Default"):

- a. A pre- or post-mortum failure of Mortgagor or to punctually pay, any payment due under the terms of the Promissory Note, as and when the same is due and payable;
- b. If, without the prior written consent of Mortgagee, Mortgagor shall create, effect or consent to or shall suffer or permit (or shall contract for or agree to) any conveyance, sale, assignment, lien, tax lien (for any governmental authority, including the Internal Revenue Service), transfer, or alienation of the Real Property or any part thereof or interest therein, (including without limitation of any beneficial interest), including any leases entered into during the ordinary course of business in each case whether any such conveyance, sale, transfer, lien or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise;
- c. The filing of any foreclosure by any person or entity against the Real Property;
- d. Any material misrepresentation made by or on behalf of Mortgagor in this Mortgage or in any loan document furnished by Mortgagor in connection with the Premises;

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- e. Breach of any warranty made by or on behalf of Mortgagor in this Mortgage;
- f. The creation of any unpermitted encumbrance upon the Premises or any property of Mortgagor or making of any levy, judicial seizure or attachment thereof or thereon unless the unpermitted encumbrance is the result of Mortgagee's or the Holder's actions;
- g. Any loss, theft, damage or destruction of the property of the Mortgagor not adequately insured;
- h. Appointment of a receiver for any part of the property of Mortgagor, or the making of any assignment for the benefit of creditors by Mortgagor or the initiation of any proceeding under the bankruptcy laws by or against Mortgagor;
- i. So long as any of the Debt remains unpaid, unperformed, unsatisfied, or undischarged, in the event that Mortgagor shall, transfer, convey, assign, alienate, lease, pledge, hypothecate or Mortgage the Premises or any portion thereof or any interest therein, either voluntarily or involuntarily, or enter into a contract to do any of the foregoing, except as specifically permitted hereunder.
- j. The failure of Holder to abide by the terms of any other agreements (between Holder and Maker).

7. Default. If an Event of Default shall occur and Mortgagor shall fail to cure said default within ten (10) days after the Event of Default, the Mortgagee is hereby authorized and empowered, at her option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder to declare, without further notice, all Indebtedness to be immediately due and payable, whether or not such default be thereafter remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose this Mortgage or to exercise any right, power or remedy provided by this Mortgage, the Note, by law or in equity conferred.

8. Foreclosure. When the Indebtedness or any part thereof shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for the indebtedness or any part thereof. Thereafter, all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's 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 which may be had pursuant to such decree, the true conditions of the title to or the value of the Real Property. All expenditures and expenses of the nature mentioned in this paragraph,



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and such other expenses and fees as may be incurred in the protection of the Real Property and the maintenance of the lien of this Mortgage, including the fees of attorneys employed by Mortgagee in any litigation or proceedings affecting this Mortgage or the Real Property, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceedings, shall be deemed additional Indebtedness and shall be immediately due and payable.

9. Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Real Property. Such appointment may be made either before or after sale, without regard to solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the Real Property or whether the same shall be the occupied as a homestead or not; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Real Property during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Real Property during the whole of said period.

10. Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Real Property shall be distributed and applied in the following order of priority: First, to satisfy in full the indebtedness pursuant to the First Mortgages; Second, on account of all costs and expenses incident to the foreclosure proceedings; Third, to all other items which, under the terms hereof, constitute Indebtedness or additional Indebtedness under this Mortgage and the Note, which it secures; and Fourth, to pay a \$25,000.00 foreclosure penalty, and any remaining amounts to Mortgagor and its successors and assigns.

11. Waiver. Mortgagor hereby covenants that it will not at any time insist upon or plead, or in any manner whatsoever claim or take advantage of any stay, exemption, extension, or moratorium law now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Real Property, or any part thereof, prior to any sale or sales thereof to be made, pursuant to any provisions herein contained, or to any decree, judgment or other of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the Real Property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of the Mortgage, on their own behalf and on behalf each and any person acquiring any interest in or title to the Real Property subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of 35 ILCS 5/15-1601, and any statute enacted in replacement or substitution thereof.

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12. Further Assurances. Mortgagor will do, acknowledge and deliver all and every further acts, deeds, conveyances, transfer and assurances necessary or proper, in the sole judgment of Mortgagee, for the better assuring, mortgaging, collaterally assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired.

13. Assignment by Mortgagee. Notwithstanding any provision herein which is or may appear to be to the contrary, the Mortgagee may assign, negotiate, pledge or otherwise hypothecate all or any portion of this Agreement or grant participation herein or in any of its rights hereunder, and in case of such assignment, Mortgagor will accord full recognition thereto and agrees that upon the occurrence of an Event of Default hereunder all rights and remedies of the Mortgagee in connection with the interest so assigned shall be enforceable against Mortgagor by such assignee with the same force and effect to the same extent as the same would have been enforceable by the Mortgagee but for such assignment. Mortgagor further agrees that copies of this Mortgage and all documents delivered in connection with the Indebtedness or otherwise required to be delivered pursuant to this Mortgage may be furnished to such assignee by the Mortgagee and will be furnished to such assignee directly by Mortgagor if such assignee so requests.

14. Attorney-in-Fact. If Mortgagor fails to do any of the things required to be done by Mortgagor, Mortgagee may do so for and in the name of Mortgagor and at Mortgagor's expense. For such purposes, Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Mortgagee's opinion, to accomplish any matters required by this Mortgage or the promissory note secured by this Mortgage.

15. Due on Sale - Consent by Mortgagee. Mortgagee may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Mortgagee's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, and contract, contract for deed, leasehold interests, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. However, Mortgagee shall not exercise this option if such exercise is prohibited by federal law or by Illinois law.

16. Attorneys' Fees; Expenses. If Mortgagee institutes any suit or action to enforce any of the terms of this Mortgage, Mortgagee shall be entitled to recover attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all expenses incurred by Mortgagee that in Mortgagee's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Default



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Rate under the Note. Expenses covered by this Section include, without limitation, however subject to any limits under applicable law, Mortgagee's attorneys' fees and Mortgagee's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance. Mortgagor also will pay any court costs, in addition to all other sums provided by law.

17. Consent to Jurisdiction-Governing Law. To induce Mortgagee to accept this Mortgage, Mortgagor irrevocably agrees that, subject to Mortgagee's sole and absolute election, all actions or proceedings in any way arising out of or related to this agreement will be litigated in courts having situs in Cook County, Illinois. The place of negotiation, execution, and delivery of this Mortgage being Illinois, this Mortgage shall be construed and enforced according to the laws of IL, without reference to the conflicts of law principles of IL.

18. Waiver of Right of Redemption. Notwithstanding any of the provisions to the contrary contained in this mortgage, Mortgagor hereby waives, to the extent permitted under IL 735 Ilcs 5/15-1601(b) and all rights of redemption on behalf of Mortgagor and on behalf of any other persons permitted to redeem the property.

19. Waiver of Jury Trial. Mortgagor waives any right to a trial by jury in any action or proceeding to enforce or defend any rights (i) under this mortgage or any related document or under any amendment, instrument, document or agreement which may in the future be delivered in connection herewith or any related document or (ii) arising from any banking relationship existing in connection herewith, and agrees that any such action or proceeding will be tried before a court and not before a jury. Mortgagor agrees that it will not assert any claim against Mortgagee or any other person indemnified under this mortgage on any theory of liability for special, indirect, consequential, incidental or punitive damages.

20. Successors. In the event that the ownership of the Real Property becomes vested in a person or persons other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Mortgage and the Indebtedness in the same manner as with Mortgagor. Mortgagor will give immediate written notice to Mortgagee of any conveyance, lien, assessment, transfer or change in ownership of the Real Property, but nothing in this Paragraph shall vary or negate the provisions of Paragraph 13 hereof.

21. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other rights, power or remedy, express or limited, given now or hereafter existing, at law or inequity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or

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omission of Mortgagee in the exercise of any right, power or remedy shall impair any such right, power or remedy, or be construed to be a waiver of any type.

22. Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Real Property or any other person having an interest therein), and shall inure to the benefit of Mortgagee and its successors and assigns.

23. Time of the Essence. Time is of the essence for the Promissory Note, Guaranty and this Mortgage and any order of court and any other document evidencing or securing the Indebtedness.

24. Notice. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by registered or certified mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party may by notice in writing designate for itself. In addition, Notice by overnight Courier (i.e. Fed Ex) and Messenger shall be effective notice.

(a) If the Mortgagee:

Loans 4 U, Inc.  
c/o Ley Wolkowicki  
4116 ~~4102~~ W. Peterson  
Chicago, IL 60646

(b) If the Mortgagor:

Chicago Title Land Trust Co.  
171N. Clark St.  
Chicago, IL 60601

With a copy to:

Budimir Radojcic  
33 W. Ontario Unit 51F  
Chicago, IL 60654

Any such other notice may be served by personal delivery thereof to the other party, which delivery shall constitute service of notice hereunder on the date of such delivery.

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25. Customer Identification – USA Patriot Act Notice; OFAC and Bank Secrecy Act. The Mortgagor hereby acknowledges that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the “Act”), and the Mortgagee’s policies and practices, the Mortgagee is required to obtain, verify and record certain information and documentation that identifies the Mortgagor, which information includes the name and address of the Mortgagor and such other information that will allow the Mortgagee to identify the Mortgagor in accordance with the Act. The Mortgagor hereby warrants that it shall (a) ensure that no person who owns a controlling interest in or otherwise controls the Mortgagor or any subsidiary of the Mortgagor is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control (“OFAC”), the Department of the Treasury or included in any Executive Orders, and (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly signed, sealed and delivered, effective as of the day and year above written.

Chicago Title and Land Trust Company,  
as Trustee Under Trust Agreement No.  
8002346682, Dated May 30, 2006

By: \_\_\_\_\_

*[Signature]*  
ASST VP



It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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STATE OF ILLINOIS       )  
                                       ) SS.  
 COUNTY OF                )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that K. MICHEL, an authorized officer of Chicago Title and Land Trust Company, as Trustee Under Trust Agreement Dated May 30, 2006, and Known as Trust No. 8002346682, personally known to me to be the same person whose name 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, as such officer of Chicago Title and Land Trust Company, as Trustee Under Trust Agreement, Dated May 30, 2006, and Known as Trust No. 8002346682

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



Sheila Davenport  
 Notary Public

Commission expires \_\_\_\_\_

This Instrument was prepared by  
 and upon recording return to:

Robert Rothstein  
 36 W. Randolph #800  
 Chicago, IL 60601

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## EXHIBIT "A"

UNIT NUMBER 7B IN HIGHLAND TOWERS CONDOMINIUM III, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25717877 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 25717874, IN COOK COUNTY, ILLINOIS.

Address: 8815 W. Golf Rd., Unit #7B, Niles, IL 60714.

PIN: 09-15-202-048-1057