

UNOFFICIAL COPY

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



0936234063

Doc#: 0936234063 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/28/2009 11:49 AM Pg: 1 of 9

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 05-28-412-010-0000

Address:

Street: 1809 Elmwood Avenue

Street line 2:

City: Wilmette

State: IL

ZIP Code: 60091

Lender: BENJAMIN ROSENBERG AND MICHAEL ROSENBERG

Borrower: NORMAN F. CROFT

Loan / Mortgage Amount: \$90,000.00

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: 62FA5F68-50C6-42E0-8959-34B8BB158435

Execution date: 12/28/2009

UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING MAIL TO:
Philip L. Mandell
Pitler and Mandell
39 South LaSalle St., Suite 1220
Chicago, Illinois 60603

Common Address:
1809 Elmwood Avenue
Wilmette, Illinois 60091

P.I.N. 05-28-412-010-0000

JUNIOR MORTGAGE

This Junior Mortgage made December 26, 2009, between **NORMAN F. CROFT** (hereinafter referred to as "Mortgagor"), and **BENJAMIN ROSENBERG AND MICHAEL ROSENBERG**, an Illinois general partnership (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagor has executed and delivered to Mortgagee a Note ("Note") bearing the same date as this Mortgage promising to pay to the Mortgagee the sum of NINETY THOUSAND (\$90,000.00) DOLLARS in lawful money of the United States of America. This money was advanced by Mortgagee to Mortgagor according to the terms and conditions specified in the Note and any unpaid remaining balance provided for in the Note or in this Mortgage being due and payable on demand. The terms of the Note are incorporated into this Mortgage by this reference.

All of said principal and interest are payable at such place as the holder of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Benjamin Rosenberg, 7548 North St. Louis, Skokie, Illinois 60076.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, County of Cook and State of Illinois, to wit:

UNOFFICIAL COPY

Lot 3 in Block 3 in E. T. Paul's Subdivision of Blocks 2, 3 and 6 in E. T. Paul's Addition to Wilmette, a Subdivision in the Fractional South ½ of Fractional Southeast 1/4 of Fractional Section 28, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

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

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 Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all 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, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes and upon the uses 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 the Mortgagor does hereby expressly release and waive.

AND IT IS FURTHER AGREED THAT:

1. **Payment of Indebtedness.** Mortgagor will promptly pay the principal sum due on the Note, and all other Indebtedness Hereby Secured, as the same become due, and will duly perform and observe all of the covenants, agreements and provisions herein and in the Note required.
2. **Maintenance, Repair, Restoration, Prior Liens.** Mortgagor will (a) promptly construct, repair, restore and rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for the purpose; (b) keep the Premises in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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 Mortgagee; (d) complete, within a reasonable time, any building or buildings now or at any time in the process of erection upon the Premises; (e) comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof; (f) make no material alterations in the Premises except as required by law or municipal ordinance without Mortgagee's prior written consent; (g) not make or permit any change in the general nature of the occupancy of the Premises without Mortgagee's prior written consent; (h) pay all operating costs of the Premises; (i) not initiate

UNOFFICIAL COPY

or acquiesce in any zoning reclassification with respect to the Premises without Mortgagee's prior written consent; and (j) provide, improve, grade, surface and thereafter maintain, clean and repair any sidewalks, aisles, streets, driveways and sidewalk cuts and paved areas from parking and for ingress, egress and right-of-way to and from the adjacent public thoroughfares necessary or desirable for the use thereof; and reserve and use all such areas solely and exclusively for the purpose of providing parking, ingress and egress for tenants or invitees of tenants of the Premises; and Mortgagor will not reduce, build upon, obstruct, redesignate or relocate any such areas or right-of-way or lease or grant any rights to use the same to any person except tenants and invitees of tenants of the Premises without prior written consent of Mortgagee.

3. **Taxes.** Mortgagor will pay when due before any penalty attaches all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes") assessed against or applicable to the Premises or any interest therein, or the Indebtedness Hereby Secured and Mortgagor will, furnish to Mortgagee duplicate receipts therefor. Mortgagor will pay in full, under protest in the manner provided by statute, any Taxes which Mortgagor may desire to contest. However, if deferment of payment is required to conduct any contest or review, Mortgagor shall deposit the full amount thereof, together with an amount equal to the interest and penalties during the period of contest (as estimated by Mortgagee) with Mortgagee. In any event, Mortgagor shall (and if Mortgagor shall fail to do so, Mortgagee may, but shall not be required to, use the monies deposited as aforesaid) pay all Taxes, notwithstanding such contest, if in the opinion of Mortgagee, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed. In the event any law or court decree has the effect of deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the Taxes or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Premises or the Indebtedness Hereby Secured or the holder thereof, then, and in any such event, Mortgagor upon demand by Mortgagee will pay such Taxes or reimburse Mortgagee therefor. Nothing herein contained shall require Mortgagee to pay any income, franchise or excise tax imposed upon Mortgagee, excepting only such which may be levied against such income expressly as and for a specific substitute for Taxes on the Premises and then only in an amount computed as if Mortgagee derived no income from any source other than its interest hereunder.

4. **Prepayment Privilege.** Mortgagor may prepay the principal of the Note at the times and in the manner set forth in the Note.

5. **Waiver of Redemption Rights.** Mortgagor covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, or 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 Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction, or after such sale or sales claim exercise any rights

UNOFFICIAL COPY

under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. Mortgagor expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, excepting only decree or judgment creditors of Mortgagor acquiring any interest or title to the Premises 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 law. Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power and remedy as though no such law or laws have been made or enacted.

6. **Assignment of Rents, Issues and Profits.** Subject to the rights of the prior mortgage and assignment of rents holder, Mortgagor hereby assigns and transfers to Mortgagee all the rents, issues and profits of the Premises, and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents, issues and profits. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue in the name of Mortgagor or Mortgagee for all such rents, issues and profits and apply the same to the indebtedness secured hereby. Provided, however, that Mortgagor shall have the right to collect such rents, issues and profits (but not more than two months in advance) prior to or at any time there is not an Event of Default under this Mortgage or the Note. The assignment of the rents, issues and profits of the Premises in this Section is intended to be an absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest. The rents, issues and profits are hereby assigned absolutely by Mortgagor to Mortgagee contingent only upon the occurrence of an Event of Default under this Mortgage or the Note.

7. **Assignment of Leases.** Mortgagor hereby assigns and transfers to Mortgagee as additional security for the payment of the Indebtedness Hereby Secured all present and future leases upon all or any part of the Premises and shall execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the Premises as Mortgages shall from time to time require.

8. **Title in Mortgagor's Successors.** If ownership of the Premises 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 Hereby Secured in the same manner as with Mortgagor. Mortgagor shall give immediate written notice to Mortgagee of any conveyance, transfer or change of ownership of the Premises.

9. INTENTIONALLY OMITTED.

10. **Mortgagor's Obligations Under the Prior Mortgages.** The Mortgagor agrees to act as follows as long as the mortgaged property or any part of it is subject to the Prior Mortgages:

UNOFFICIAL COPY

(a) The Mortgagor will pay the principal, interest and all other sums when due and payable under the Prior Mortgages no later than their due dates, and will comply with all of the other terms, covenants and conditions of the Prior Mortgages.

(b) The Mortgagor will produce to Mortgagee on request receipts or other evidence of payment satisfactory to Mortgagee with respect to all sums due under the Prior Mortgages.

(c) The Mortgagor will not enter into any agreement or arrangement without the prior written consent of the Mortgagee pursuant to which the Mortgagor has granted any forbearance or indulgence as to the time or amount in the payment of any principal, interest or other sums due under the Prior Mortgages.

11. **Default Under Prior Mortgages.** Any default by the Mortgagor under the Prior Mortgages because of the failure to make a payment or otherwise to comply with the terms of the Prior Mortgages constitutes a default under this Mortgage.

12. **Due-on-Sale Clause.** Without the prior written consent of the Mortgagee, the Mortgagor will not cause or permit any sale, exchange, transfer, lease, or conveyance (transfer) of any part of the mortgaged property or any interest in it voluntarily or by operation of law. In such event, the principal, together with all accrued interest, shall become immediately accelerated and due and payable.

13. **Rights Cumulative.** Each right, power and remedy conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy so existing may be exercised from time to time as often and in such order as may be deemed expedient by 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 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 default or acquiescence therein.

14. **Successors and Assigns.** This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and its successors and assigns, including each and every from time to time record owner of the Premises or any other person having an interest therein, and shall inure to the benefit of Mortgagee and their successors and assigns. Wherever herein Mortgagee is referred to, such reference shall be deemed to include the holder of the Note, whether so express or not; and each such holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such from time to time holder were herein by name designated the Mortgagee.

UNOFFICIAL COPY

15. **Provisions Severable.** The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.

16. **Waiver of Defense.** Actions for the enforcement of the lien or any provision hereof shall not be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note, and all such defenses are hereby waived by Mortgagor.

17. **Captions and Pronouns.** The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

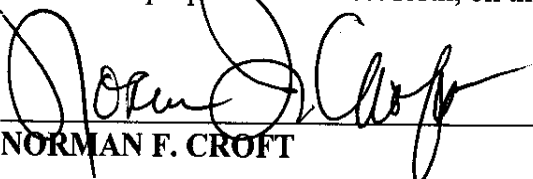
18. **Addresses and Notices.** Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by certified mail to the addresses hereafter set forth or to such other place as any party hereto may by notice in writing designate, shall constitute service of notice hereunder:

IF TO MORTGAGOR: Norman F. Croft
5915 Lincoln Avenue
Morton Grove, Illinois 60053

IF TO MORTGAGEE: Benjamin Rosenberg and
Michael Rosenberg,
an Illinois General Partnership
7548 North St. Louis
Skokie, Illinois 60076

With a copy to: Philip L. Mandell
Pitler and Mandell
39 South LaSalle St., Suite 1220
Chicago, Illinois 60603

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed and delivered as his free and voluntary deed for the uses and purposes herein set forth, on this 26th day of December, 2009.



 NORMAN F. CROFT

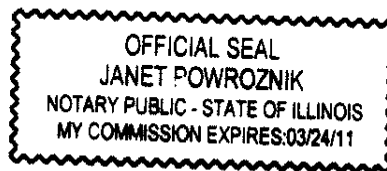
UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that NORMAN F. CROFT, 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.

GIVEN under my hand and notarial seal this 26 day of Dec., 2009.

Janet Powroznik
NOTARY PUBLIC



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A"

Lot 3 in Block 3 in E. T. Paul's Subdivision of Blocks 2, 3 and 6 in E. T. Paul's Addition to Wilmette, a Subdivision in the Fractional South ½ of Fractional Southeast 1/4 of Fractional Section 28, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Permanent Index Number: 05-28-412-010-0000

Common Address: 1809 Elmwood Avenue, Wilmette, Illinois 60091

Property of Cook County Clerk's Office