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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 1005312070 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/22/2010 10:41 AM Pg: 1 of 7

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 14-33-404-005-0000

**Address:**

**Street:** 1919 N. Lincoln Park West

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60614

**Lender:** The Ulrich E. Meyer Insurance Trust u/a/d December 14, 1986

**Borrower:** Barry Rozenberg and Claudia Meyer

**Loan / Mortgage Amount:** \$300,000.00

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:** 14AB3140-D604-4F3F-98E0-7A3BF9AE4521

**Execution date:** 02/03/2010

SA 7010000 3 of 4 MW LMO MW RLG G

Property of Cook County Clerk's Office

Box 334

705

**UNOFFICIAL COPY****MORTGAGE**

This document prepared by:

William F. McGuinn, Esq.  
 Sugar & Felsenthal LLP  
 30 North LaSalle Street  
 Suite 3000  
 Chicago, Illinois 60602

When recorded mail to:

William F. McGuinn, Esq.  
 Sugar & Felsenthal LLP  
 30 North LaSalle Street  
 Suite 3000  
 Chicago, Illinois 60602

Property Address: 1919 N. Lincoln Park West, Chicago, Illinois 60614  
 Permanent Index Number: 14-33-404-005-0000

**THIS MORTGAGE** ("Mortgage") is dated February 9, 2010 and is executed by Barry Rozenberg, an unmarried man, and Claudia Meyer, an unmarried woman ("Mortgagor") for the benefit of **THE ULRICH E. MEYER INSURANCE TRUST** w/d **December 14, 1986** ("Mortgagee").

Mortgagor is the owner in fee simple of that certain real estate in Cook County, Illinois legally described in **Exhibit A** attached hereto (the "Property").

Mortgagor as of the date hereof has executed a certain Mortgage Note in the principal sum of Three Hundred Thousand and no/100 Dollars (\$300,000.00) (the "Note") payable to Mortgagee on demand, the terms of which Note are incorporated herein by this reference.

To secure the indebtedness evidenced by the Note and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Mortgagor hereby, Mortgagor agrees as follows:

1. **Mortgage of Property.** Mortgagor hereby mortgages and conveys unto Mortgagee Mortgagor's aforesaid interest in the Property.

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2. **Waiver of Rights of Reinstatement and Redemption.** Mortgagor hereby waives all rights of reinstatement and redemption as provided in Article XII or XV of the Code of Civil Procedure of Illinois or otherwise available by statute or common law.

3. **Preservation of Property.** Mortgagor shall preserve and maintain the Property in good condition and repair and shall not permit, commit, or suffer any waste, impairment or deterioration thereof or of any part thereof and will not take any action which will increase the risk of fire or other hazard to the Property or to any part thereof.

4. **Damage and Condemnation.** Mortgagor shall give Mortgagee prompt notice of damage to or destruction of the Property and of receipt of notices or information relating to condemnation of part or all of the Property. Mortgagor hereby assigns all awards and payments received in respect thereof to Mortgagee, and shall hold all awards and payments received in respect thereof in trust for the benefit of Mortgagee and shall apply the same in reduction of the balance then due under the Note or in restoration of the Property, as Mortgagee shall direct.

5. **Insurance.** From and after the date hereof and until the release of this Mortgage, Mortgagor shall carry insurance, with companies reasonably satisfactory to Mortgagee, subject to the following terms:

- A. The Property shall be insured at replacement cost in an amount not less than the principal amount of the Note and the principal amounts of the other mortgage notes executed as of the date hereof from Mortgagor to Mortgagee;
- B. Mortgagor shall carry personal liability insurance against death or injury suffered by tenants or other persons on, or other events occurring on, the Property, in commercially reasonable amounts;
- C. Mortgagee shall be named as co-insured on all policies of insurance covering the Property; and
- D. All such policies of insurance shall not be cancelled without fifteen (15) days prior written notice by the insurer to Mortgagee.

If Mortgagor fails to pay the premium for any such policy of insurance, Mortgagee may but shall not be required to, pay the same.

6. **Payments by Mortgagee.** Within ten (10) business days after Mortgagee gives Mortgagor notice that Mortgagee has paid any money or incurred any obligation which payment or obligation was required to be paid or undertaken by Mortgagee under the terms hereof, including, but not limited to, payment of premiums on policies of insurance required to be carried by Mortgagor pursuant to the terms hereof, Mortgagor shall reimburse Mortgagee for such payment and shall undertake such obligation and shall cause Mortgagee to be released from liability for such obligation.

7. **Default.** Occurrence of any of the following events shall be an "Event of Default"

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hereunder:

- A. The occurrence of an Event of Default under the Note.
- B. A conveyance, pledge, assignment, or other transfer for any purpose (including, without limiting the generality of the foregoing, for the purpose of sale, gift, or collateral) of an interest in the Property (including, without limiting the generality of the foregoing: a conveyance of title to the Property or an interest therein to a land trustee; an assignment of part or all of the beneficial interest in a land trust holding title to the Property or an interest therein; an installment agreement for deed or for an assignment of beneficial interest of the Property or an interest therein or of part or all of the beneficial interest in a land trust holding title to the Property or an interest therein; a lease of the Property or an interest therein for a term greater than 5 years) without Mortgagee's prior written consent.
- C. The creation or existence of any lien or interest in the Property or an interest therein which is adverse to the interests of Mortgagee or to the lien of this Mortgage (excepting, however, any lien or interest in favor of Mortgagee).
- D. The failure of Mortgagor to promptly pay when due any tax or charge which, if paid late, may become a lien on the Property, or promptly to pay, when due, any premium for insurance required hereunder.
- E. An act of bankruptcy by Mortgagor (or by any guarantor of Mortgagor's obligations hereunder) including, without limiting the generality of the foregoing, the filing of a petition in bankruptcy under any applicable federal bankruptcy law; the failure to cause an involuntary petition in bankruptcy to be dismissed within sixty (60) days from the date such petition is filed; an assignment for the benefit of creditors; or a declaration of insolvency.
- F. The failure of Mortgagor to give Mortgagee notice of damage to the Property, or of receipt of notice relating to condemnation of the Property, within 14 days of such damage or receipt.
- G. The failure of Mortgagor to furnish Mortgagee, not later than 15 days before each anniversary of the date hereof, with certificates of insurance satisfactory to establish that Mortgagor will not, on and after such anniversary and for one year thereafter, be in default under Paragraph 5 hereof.
- H. The failure of Mortgagor to observe or perform any covenant or obligation arising in this Mortgage.
- I. The occurrence of a delinquency or an event of default under any other note from Mortgagor in favor of Mortgagee which is not cured within the cure period provided in such document.

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**8. Mortgagee's Rights on Default.** Occurrence of an Event of Default shall allow Mortgagee to re-enter the Property, to declare the principal balance due under the Note secured hereby at once due and payable, and to all other rights and privileges provided by law, and Mortgagee shall be entitled to recover from Mortgagor all attorneys' fees and costs and expenses incurred by Mortgagee in the exercise of Mortgagee's rights hereunder. Exercise of any one right shall not preclude Mortgagee from exercising any other right. Waiver of any obligation of Mortgagor or of any right arising upon occurrence of an Event of Default shall not preclude Mortgagee from enforcing such obligation or exercising such right thereafter, and shall not be nor be deemed to be a waiver of any other obligation of Mortgagor or of any right arising from another Event of Default.

**9. Notices.** All notices, requests, demands, or other instruments required or contemplated to be given or delivered hereunder shall be in writing and delivered either personally, or by Federal Express or comparable delivery service, or by United States mail (postage prepaid, registered or certified, with return receipt requested). Notices to Mortgagor shall be addressed to:

Barry Rozenberg and Claudia Meyer  
1339 N. Dearborn #12D  
Chicago, Illinois 60610

Notices to Mortgagee shall be addressed to:

THE ULRICH E. MEYER INSURANCE TRUST  
30 N. LaSalle, Suite 3000  
Chicago, Illinois 60602

A notice sent by mail is given on the date deposited with the United States mail for delivery. Any party may change the address to which any such notice, request, demand or other instrument is to be delivered by furnishing written notice of such change to the other party, but no such notice of change shall be effective unless and until actually received.

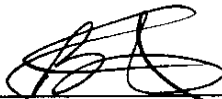
**10. Release of Mortgage.** When the Note has been paid in full and all other obligations of Mortgagor have been discharged, then Mortgagee shall execute and deliver to Mortgagor a release deed or other documents requested by Mortgagor for the purpose of releasing this Mortgage. All such documents shall be prepared by Mortgagor and shall be subject to Mortgagee's reasonable approval. All costs in connection with such documents, including, but not limiting the generality of the foregoing, the cost of recording a release deed, shall be paid by Mortgagor.

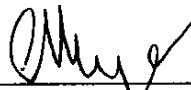
**11. Miscellaneous.** This Mortgage shall be construed and enforced in accordance with the laws of the State of Illinois. The invalidity or unenforceability of any provision hereof shall not modify or impair the validity and enforceability of all other provisions hereof. Use of paragraph headings and of singular and plural, masculine, feminine and neuter nouns and pronouns are made for convenience only and shall be liberally construed. This Mortgage shall be binding upon and inure to the benefit of the representatives, heirs, executors, successors, and assigns of the parties hereto.

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on or as of the date first above written.

**MORTGAGOR:**

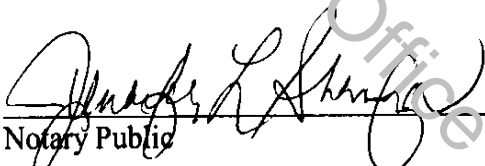
  
\_\_\_\_\_  
Barry Rozenberg

  
\_\_\_\_\_  
Claudia Meyer

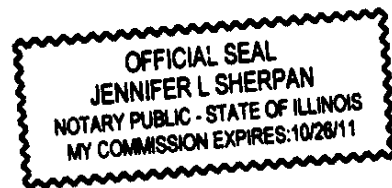
STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF Cook            )

I, Jennifer L. Sherpan a Notary Public in and for said County, in the State aforesaid, do hereby certify that Barry Rozenberg and Claudia Meyer, who are 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.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first written above.

  
\_\_\_\_\_  
Notary Public

My commission expires: 10/26/2011



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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 7 IN SUBDIVISION OF LOTS 29 TO 34, INCLUSIVE, IN SCHARDIN'S SUBDIVISION OF BLOCK 37 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property address: 1919 N. Lincoln Park West, Chicago, IL 60614  
Permanent index number: 14-33-404-005-0000