

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 1005622017 Fee: \$50.25  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 02/25/2010 09:41 AM Pg: 1 of 7

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

The property identified as: **PIN: 06-07-302-066-0000**

**Address:**

**Street:** One American Way

**Street line 2:**

**City:** Elgin

**State:** IL

**ZIP Code:** 60120

**Lender:** Building and Community Services Division, Development Department, County of Kane, Illinois

**Borrower:** Renz Addiction Counseling Center

**Loan / Mortgage Amount:** \$40,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 65 ILCS 777/0 et seq. because the application was taken by an exempt entity.

**Certificate number:** 6793B0D3-3778-4386-BE8E-982052673AE7

**Execution date:** 12/17/2009

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Prepared By &amp;

Please Return to: Scott Berger

Kane County Development Department

719 S. Batavia Ave.

Geneva, IL 60134

**FORGIVABLE MORTGAGE****Kane County Community Development Program**

This Mortgage is made this 16th day of December, 2008, between the MORTGAGOR,

Renz Addiction Counseling Center

(hereinafter "BORROWER"), and the MORTGAGEE, Building and Community Services Division, Development Department, County of Kane, Illinois, organized and existing under the laws of the State of Illinois, and having its principal office at 719 Batavia Avenue, Geneva IL 60134 (hereinafter "LENDER").

WHEREAS, BORROWER is indebted to LENDER in the principal sum of \$40,000.00 (Forty Thousand and No/100 Dollars), which indebtedness is evidenced by BORROWER'S Note of even date herewith (hereinafter "Note"), providing for release and satisfaction of the principal amount twenty (20) years from the date hereof if BORROWER has fulfilled all conditions of the Note, to secure LENDER the repayment of the indebtedness and performance of all conditions as evidenced by the Note, the payment of all other sums advanced in accordance herewith to protect the security of this Mortgage and the performance of the covenants and agreements of BORROWER herein contained, BORROWER does hereby mortgage, grant, and convey to LENDER with power of sale the following described property located in the County of Cook, State of Illinois:

PARCEL 1: LOT 2 IN CAMPUS EAST BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1988 AS DOCUMENT 88491978.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENT RECORDED AS DOCUMENT 87542238.

Which has the PIN of: 06-07-302-066-0000

And the address of: One American Way  
Elgin IL 60120

Together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and stock, and all fixtures now or hereafter, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

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BORROWER covenants that BORROWER is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record.

NOW, THEREFORE, BORROWER and LENDER covenant and agree as follows:

1. **Performance of Conditions:** BORROWER shall promptly perform when required all the terms and conditions of his obligation to LENDER as evidenced by the Note, and shall promptly pay when due the principal of, interest and late charges on any future advances secured by this Mortgage.
2. **Charges; Liens:** BORROWER shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments and ground rents, if any, when due, directly to the payee thereof. BORROWER shall promptly furnish to LENDER receipts evidencing such payments. BORROWER shall promptly discharge any lien which has priority over this Mortgage unless BORROWER:
  - a. agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to LENDER;
  - b. contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in LENDER'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 LENDER subordinating the lien to this Mortgage.

If LENDER determines that any part of the Property is subject to a lien, which may attain priority over this Mortgage, LENDER may give BORROWER a notice identifying the lien. BORROWER shall satisfy the lien or take one or more of the actions set forth above within 10 (ten) days of the giving of the notice.

3. **Hazard Insurance:** BORROWER shall keep the improvement, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as LENDER may require and in such amounts and for such periods as LENDER requires.

The insurance carrier providing the insurance shall be chosen by BORROWER subject to approval by LENDER; provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by BORROWER making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be acceptable to LENDER and shall include a standard mortgage clause in favor of the policies and renewals thereof; and BORROWER shall promptly furnish to LENDER all renewal notices and all receipts of said premiums. In the event of loss, BORROWER shall give prompt notice to the insurance carrier and LENDER, and LENDER may make proof of loss if not made promptly by BORROWER.

Unless LENDER and BORROWER otherwise agree in writing, any insurance proceeds for loss or damage to the Property shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and LENDER'S security is not lessened. If such restoration or repair is not economically feasible or if LENDER'S security is lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to BORROWER. If the Property is abandoned by BORROWER or if BORROWER fails to respond to LENDER within thirty (30) days after notice by LENDER to BORROWER that the insurance carrier offers to settle a claim for insurance benefits, LENDER is authorized to collect and apply the insurance proceeds at LENDER'S option either to

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restoration or repair of the Property or to the sum secured by this Mortgage whether or not then due. The thirty-day period will begin when notice is given.

If under paragraph thirteen (13) hereof the Property is acquired by LENDER, BORROWER'S right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to LENDER to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

4. **Preservation and Maintenance of Property; Leaseholds; Condominiums:** BORROWER shall not destroy or damage the Property, allow the Property to deteriorate, or commit waste. If this Mortgage is on a leasehold, BORROWER shall comply with the provisions of the lease, and if BORROWER acquires fee title to the Property, the leasehold and the fee title shall not merge unless LENDER agrees to the merger in writing. If this Mortgage is on a condominium unit, BORROWER shall perform all of BORROWER'S obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.
5. **Protection of LENDER'S Rights in the Property:** If BORROWER fails to perform the covenants and agreements contained in Note or in this Mortgage, or there is any legal proceedings which may significantly affect LENDER'S interest in the Property, including, but not limited to, proceedings in bankruptcy, probate, for condemnation or to enforce laws or regulations, then LENDER may pay for whatever is necessary to protect the value of LENDER'S Property and LENDER'S rights in the Property, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by LENDER pursuant to this paragraph, with interest thereon, shall become additional indebtedness of BORROWER secured by this Mortgage. Unless BORROWER and LENDER agree to other terms of payment, such amounts shall be payable upon notice from LENDER to BORROWER requesting payment thereof, and shall bear interest from the date of disbursement at the highest rate permissible by applicable law. Although LENDER may take action under this paragraph five (5), LENDER is not required to do so.
6. **Inspection:** LENDER or its agent may make reasonable entries upon and inspection of the Property. LENDER shall give BORROWER notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
7. **Condemnation:** The proceeds of any award or claim for damage, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to LENDER.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to BORROWER. In the event of a partial taking of the Property, unless BORROWER and LENDER otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to BORROWER.

If the Property is abandoned by BORROWER or if after notice by LENDER to BORROWER that the condemnor offers to make and award or settle a claim for damage, BORROWER fails to respond to LENDER within thirty (30) days of the date of such notice, LENDER is authorized to collect and apply the proceeds at LENDER'S option either to restoration or repair of the Property or to the sums secured by this Mortgage whether or not then due.

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8. **BORROWER Not Released; Forbearance by LENDER Not a Waiver:** Extension of the time for payment or performance of conditions or modification of amortization of the sums or performance of conditions secured by this Mortgage granted by LENDER to any successor in interest of BORROWER shall not operate to release the liability of the original BORROWER, or BORROWER'S successors in interest. LENDER shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or performance of conditions or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original BORROWER or BORROWER'S successors in interest. Any forbearance by LENDER in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
9. **Successors and Assigns Bound: Joint and Several Liability:** The covenants and agreements herein contained shall bind and benefit the successors and assigns of LENDER and BORROWER, subject to the provisions of paragraph 12 (twelve) hereof. All covenants and agreements of BORROWER shall be joint and several.
10. **Notices:** Any notice to BORROWER provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail addressed to BORROWER at Two American Way, Elgin IL 60120, or at any other address BORROWER designates by notice to LENDER. Any notice to LENDER shall be given by first class mail to LENDER'S address stated herein or any other address LENDER designates by notice to BORROWER. Any notice provided for in this Mortgage shall be deemed to have been given to BORROWER or LENDER when given as provided in this paragraph.
11. **BORROWER'S Copy:** BORROWER shall be furnished a confirmed copy of this Mortgage.
12. **Transfer of Property:** If all or any part of the Property or any interest is sold or transferred by BORROWER without LENDER'S prior written consent, LENDER may, at its option, require immediate payment in full of all sums secured by this Mortgage.
13. **Acceleration; Remedies:** Upon BORROWER'S breach of any covenants or agreements of BORROWER in this Mortgage, LENDER may accelerate and foreclose this Mortgage. Prior to acceleration, LENDER shall give notice to BORROWER specifying:
- a. the default;
  - b. the action required to cure the default;
  - c. a date, not less than thirty days from the date the notice is given to BORROWER, by which such default must be cured; and
  - d. that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property.

The notice shall further inform BORROWER of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of BORROWER to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, LENDER, at its option, may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. LENDER shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 13 (thirteen), including, but not limited to, reasonable attorneys' fees and costs of title evidence.

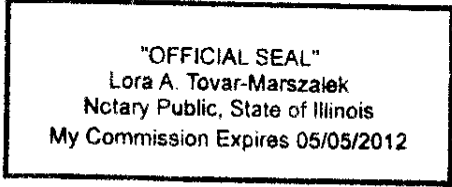
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14. **BORROWER'S Right to Reinstate:** If BORROWER meets the following conditions, BORROWER shall have the right to have discontinued enforcement of proceedings at any time prior to entry of a judgment enforcing this Mortgage. The conditions are that BORROWER:
- pays LENDER all sums which then would be due under this Mortgage and the Note, had no acceleration occurred;
  - cures any default of any other covenants or agreements;
  - pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; and
  - takes such action as LENDER may reasonably require to assure that the lien of this Mortgage, LENDER'S rights in the Property and BORROWER'S obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by BORROWER, this Mortgage and the obligations secured hereby shall remain effective as if no acceleration had occurred. However, this right to reinstate shall remain effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 13 (thirteen).
15. **LENDER in Possession:** Upon acceleration under paragraph 13 (thirteen) or abandonment of the Property, LENDER (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 LENDER 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.
16. **Release:** Upon payment of all sums and performance of all covenants secured by this Mortgage, LENDER shall release this Mortgage without charge to BORROWER.
17. **Waiver of Valuation and Appraisal:** BORROWER waives all right of valuation and appraisal.
18. **Junior Liens:** Any person, firm or corporation taking a mortgage or other lien upon the Property shall take that mortgage or lien subject to the right of the mortgagee herein to extend the maturity of the indebtedness hereby secured without obtaining the consent of the holder of such junior mortgage or junior lien, and without lien of this Mortgage losing its priority over any such junior mortgage or junior lien.
19. **Future Advances:** This Mortgage is given to LENDER to secure all indebtedness already owing by BORROWER to LENDER in the sum of \$40,000.00, and is also given to secure all indebtedness or liability, of every kind, character and description of BORROWER, or either of them, to LENDER hereafter created, relating to the Property, such as future loans, advances, overdrafts, and all indebtedness that may accrue to LENDER by reason of BORROWER or either of them, becoming surety or endorser for any other person, whether said indebtedness was originally payable to LENDER or has come to it by assignment or otherwise, and shall be binding upon BORROWER and remain in full force and effect until all of said indebtedness is paid. The Mortgage shall secure the full amount of said indebtedness without regard to the time when the indebtedness was made.

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IN WITNESS WHEREOF, BORROWER accepts and agrees to the terms and covenants contained in this Mortgage and any riders executed by BORROWER and recorded with it, and has caused this Mortgage to be signed by its Executive Director on the day and year first written, pursuant to authority given by resolution adopted by its Board of Directors.

BORROWER:



*Jerry Skogmo*  
 \_\_\_\_\_  
 Jerry Skogmo, Executive Director  
 Renz Addiction Counseling Center

State of Illinois )  
 ) SS  
 County of Cook )

I, Lora A. Tovar-Marszalek, the undersigned Notary Public in and for said County and State, do hereby certify that Jerry Skogmo personally known to me to be the Executive Director of Renz Addiction Counseling Center, appeared before me this day in person, and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act, in his capacity as officer, and not personally, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16 day of December, 2008.

*Lora A. Tovar-Marszalek*  
 \_\_\_\_\_  
 Notary Public