

**Illinois Anti-Predatory  
Lending Database  
Program**



**Doc#: 1007156046 Fee: \$54.00**  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/12/2010 01:40 PM Pg: 1 of 10

**Certificate of Exemption**

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

The property identified as: **PIN: 14-07-324-019-0000**

**Address:**

**Street:** 4803 N. Hoyne Ave.

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60625

**Lender:** Envision Equity Group, LLC

**Borrower:** Robert Baron and Tania Shibata

**Loan / Mortgage Amount:** \$20,000.00

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:** A1F9732E-99C9-43C2-87ED-67543B70579C

**Execution date:** 03/11/2010

Property of Cook County Clerk's Office

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JUNIOR MORTGAGE  
(ILLINOIS)

After recording, mail to:  
Robert J. Benditzky  
1520 Virginia Ave.  
Libertyville, IL 60048

Above Space for Recorder's Use Only

## MORTGAGE

This Mortgage is made as of October 1, 2009 between Robert Baron and Tania Shibata, collectively, and jointly and severally as "Borrower" or "Borrowers", and Envision Equity Group, LLC, and Illinois Limited Liability Company as "the Lender". For this purpose, the Borrowers do hereby mortgage and grant a lien to the Lender regarding the following described property, located in Cook County, Illinois, including all improvements now or hereafter built on the property.

Address: 4803 N. Hoyne Ave. Chicago, IL 60625

PIN 14-07-324-019-0000

Legal Description: LOT 25 IN BLOCK 3 IN CULVERS PARK BEING E.H. GAMMONS'S SUBDIVISION OF LOTS 1 AND 2 IN MARBACH AND OTHERS SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, in Cook County, Illinois

1. Amount of Indebtedness and Interest Rate: The Borrower acknowledges that the Borrower is indebted to the Lender pursuant to a promissory note with executed date of December 7, 2007 (which promissory note was amended and restated on even date herewith) made by Borrower and payable to Lender for the sum of \$20,000.00 (twenty thousand dollars plus

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interest at the annual rate of twenty percent (20%) commencing November 1, 2009. This mortgage secures the payment of the principal sum of money due the lender under said promissory note, all interest due lender under said promissory note and all other amounts due lender under said promissory note or this mortgage.

2. Amount of Monthly Payments: The Borrowers shall pay back the Lender in full by November 1, 2010 with monthly payments in the amount of three hundred thirty three dollars and thirty three cents (\$333.33) being paid to the Lender and then a final payment for the remaining amount due the Lender. The first payment is to begin November 1, 2009. Each month thereafter, the payment shall be due on the first day of each month. If the Borrowers do not make the full monthly payment by the fifth day of the month, then the Borrowers shall owe an additional late fee of fifty dollars \$50.00 plus \$10.00 per day for every additional day of the month and continuing each day that payment has not been made in full.

3. Payments to Lender: Payments to the Lender shall be made to Envision Equity Group, LLC and mailed to the address provided to the Borrowers in writing. The Lender shall provide at least fifteen (15) days prior notice to the Borrowers if the lender desires payments to be sent to another address.

4. Application of Payments: Unless applicable law otherwise provides, all payments received by the Lender from the Borrower, shall be applied in the following order: first, to late charges and all other charges and advances except principal and interest due; second, to interest; and third, to principal.

5. Lender's right to full payment: The lender may require full payment by the borrower if any of the following occur:

- (a) if the Borrowers sell the property,
- (b) if the Borrowers in any manner attempt to convey, transfer, gift, donate, or assign the property to another person or business,
- (c) if the property is taken by eminent domain,
- (d) if a foreclosure sale takes place,
- (e) if the Borrowers file for bankruptcy,

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- (f) if the Borrowers are more than thirty (30) days late in making payment, then the Lender may demand in writing that the Borrowers fully pay the remaining balance within ten (10) days of receiving such notice,
- (g) if the borrower defaults on any loan secured by a mortgage recorded prior to this mortgage. Upon such a default, lender shall have the right to foreclose the lien hereof and appoint a receiver. Such receiver shall have the power over the property that is necessary and usual in such cases for the protection, possession, control, management, and operation of the property.

6. Notices to Borrower: Any notices to the Borrowers shall be hand delivered or sent by certified mail, return receipt requested, unless required by law to be sent in another manner.

7. Other Mortgages: Prior mortgages on the property shall have a higher preference and priority than this mortgage, as long as such prior mortgages were previously recorded with the Recorder of Deeds in Cook County, Illinois.

8. Taxes: The Borrowers shall fully pay all general taxes, special taxes, special assessments, water charges, sewer service charges, and all other applicable charges, expenses, fees and costs relating to the property of whatever kind, before such charges, expenses, fees and costs are due. Any applicable late charges and penalties shall also be paid in full by the Borrowers.

9. Insurance: The Borrowers shall keep casualty insurance on the property to protect against loss or damage from fire, flood, and other normally covered items, such premiums shall be promptly paid. Casualty insurance on the property shall be in an amount at least sufficient to cover the total of all mortgages on the property. The Borrowers shall keep liability insurance on the property to protect the Borrowers against injuries and deaths that might occur on the property. If requested, the Borrowers shall provide proof of insurance to the Lender. If the Borrowers fail to maintain such insurance the Lender may continue, renew, or begin such insurance and charge the Borrowers the cost of such Insurance. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

10. Repairs: The Borrowers shall keep the property in good condition,

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and make any repairs that are needed to maintain the property.

11. Liens: The Borrowers shall keep the property free of liens--other than the prior recorded mortgages. If any liens arise which might affect the Lender's interest and rights under this mortgage, and the Borrowers do not promptly discharge and remove such liens, then the Lender may pay such liens and add the expense as a part of this mortgage (with interest to accrue at the rate of 20 percent per year).

12. Prepayment Option: Without any penalty, the Borrowers may at the Borrowers discretion prepay money due the Lender.

13. Release of Mortgage: After the Lender has been paid in full, the Lender shall provide to the Borrowers, a signed release as necessary to show that the Lender has been paid in full. The Borrowers shall pay the cost to record such release with the appropriate Recorder of Deeds.

14. Lender's Expenses: If the Lender must take legal action to enforce its rights under this mortgage, then the Borrowers agree to be fully responsible for court costs and the Lender's reasonable attorney's fees. Lender is authorized to make any payment or perform any act required of the borrower and borrower hereby agrees that such sums paid by lender shall be additional indebtedness secured by this mortgage.

15. Borrower's Covenants: The Borrowers covenant and warrant that the Borrowers have the legal authority to sign this mortgage. The Borrowers state that the Borrowers have read this document in its entirety and that the Borrowers agree to be legally bound by its terms. The Borrowers state that there are no unrecorded deeds, unrecorded leases, unrecorded mortgages, and unrecorded options to purchase, recorded sales contracts, or other unrecorded legal documents, which might affect the Lender's rights under this document.

16. Hazardous Substances: The Borrowers shall not keep hazardous substances on the property, except in small amounts as necessary for the

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cleaning and maintenance of the property.

17. Preservation and Maintenance: The Borrowers shall not destroy, damage, or demolish any structures on the property without the written consent of the Lender.

18. Partial Invalidity: If any part or provision of this mortgage is determined to be invalid, illegal, or unenforceable under applicable federal or state law, the parties agree that the remainder of the mortgage shall remain in effect, and that the Borrowers shall not be released from paying the full amount due the Lender.

19. Captions: The captions used in this document are for convenience sake only, and are not to be used to define or limit the rights of the parties.

20. Binding on Successors: This mortgage shall be legally binding on the parties and their respective successors and assigns, and the Borrowers' agents, executors, administrators, personal representatives, or guardians; and all persons claiming under or through the parties. However, the Borrowers are prohibited from assigning their duties, obligations, and responsibilities under this mortgage without the consent of lender. The Lender may assign its rights and interest under this mortgage if the Lender so chooses.

21. Governing Law: This mortgage shall be governed by applicable federal law and the applicable laws of the State of Illinois.

22. Waiver: The borrower hereby expressly waives any and all rights of redemption from sale, if any, under any order or decree of foreclosure of this mortgage, on its own behalf or on behalf of each and every person claiming an interest through borrower. It being the intent hereof that any and all such rights of redemption of the borrower and such persons are and shall be deemed to be hereby waived to the full extent permitted by law.

23. Assignment of Rents and Leases: As additional security for the payment of the Indebtedness, Borrower assigns and transfers to Lender, pursuant

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to applicable Illinois law, all the rents, profits, and income under all leases, occupancy agreements, or arrangements upon or affecting the property (including any extensions or amendments) now in existence or coming into existence during the period this mortgage is in effect. This assignment shall run with the land and be good and valid as against the Borrower and those claiming under or through the Borrower. This assignment shall continue to be operative during foreclosure or any other proceedings to enforce this Mortgage. If a foreclosure sale results in a deficiency, this assignment shall stand as security during the redemption period for the payment of the deficiency. This assignment is given only as collateral security and shall not be construed as obligating the Lender to perform any of the covenants or undertakings required to be performed by Borrower in any leases. In the event of default in any of the terms or covenants of this mortgage, Lender shall be entitled to all of the rights and benefits of applicable Illinois law, and Mortgagee shall be entitled to collect the rents and income from the property to rent or lease the property on the terms that it may deem best, and to maintain proceedings to recover rents or possession of the property from any tenant or trespasser. Lender shall be entitled to enter the property for the purpose of delivering notices or other communications to the tenants and occupants. Lender shall have no liability to Borrower as a result of those acts. Lender may deliver all of the notices and communications by ordinary first-class U.S. mail. If Borrower obstructs Lender in its efforts to collect the rents and income from the property or unreasonably refuses or neglects to assist the Lender in collecting the rent and income, Lender shall be entitled to appoint a receiver for the property and the income, rents, and profits, with powers that the court making the appointment may confer. Borrower shall at no time collect advance rent in excess of one month under any lease pertaining to the Property, and Lender shall not be bound by any rent prepayment made or received in violation of this paragraph. Lender shall not have any obligation to collect rent or to enforce any other obligations of any tenant or occupant of the Property to Borrower. No action taken by Lender under this paragraph shall cause Lender to become a "mortgagee/lender in possession."

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24. Performance of Leases: Borrower shall observe and perform all obligations contained in any lease affecting the property. Borrower shall not default in performing any of the obligations imposed on Borrower by any lease. Such a default gives the lessee the right to terminate or cancel the lease or offset against rentals. Upon request, Borrower shall furnish to Lender a statement, in any reasonable detail that Lender may request, of all leases relating to the property and executed counterparts of any and all leases.

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