

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program



1031913054

### Certificate of Exemption

**Doc#:** 1031913054 **Fee:** \$56.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 11/15/2010 12:14 PM Pg: 1 of 11

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

The property identified as: **PIN:** 19-09-100-033-0000

**Address:**

**Street:** 5503 West 47th Street

**Street line 2:**

**City:** Forest View

**State:** IL

**ZIP Code:** 60638

**Lender:** Complete Financial Solutions Corporation

**Borrower:** Jan Kucharski and Maria Kucharski

**Loan / Mortgage Amount:** \$500,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

**Certificate number:** B2ACC4B6-12FB-4098-9808-36A2B8E70382

**Execution date:** 09/16/2010

SA 3753175 (2) del. P. K. C.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED  
BY AND AFTER RECORDING  
SHOULD BE RETURNED TO:

Lloyd Sonenthal Esq.  
Lloyd M. Sonenthal, Ltd.  
70 W. Madison Street  
Suite 400  
Chicago, Illinois 60602

PROPERTY ADDRESS:  
5503 West 47<sup>th</sup> Street  
Forest View, Illinois

TAX IDENTIFICATION NUMBER:

19-09-100-033-0000

## MORTGAGE

THIS MORTGAGE (this "Mortgage") is made as of the 16<sup>th</sup> day of September, 2010, by COMPLETE FINANCIAL SOLUTIONS CORPORATION, an Illinois corporation, ("Mortgagor") in favor of JAN AND MARIA KUCHARSKI of 136 Forest Trail Road, Oak Brook, Illinois ("Mortgagee").

## W I T N E S S E T H:

WHEREAS, Mortgagor has executed and delivered to Mortgagee that certain Promissory Note of even date herewith in the original principal amount of Five Hundred Thousand and NO/100 (\$500,000.00) Dollars, made by Mortgagor and payable to Mortgagee (said Promissory Note and any and all extensions and renewals thereof, amendments thereto and substitutions or replacements therefor is referred to herein as the "Note"), pursuant to which Mortgagor promises to pay all sums due thereunder on or before such times as described in the Note, which Note evidences the loan made to Mortgagee by Mortgagee; and

NOW, THEREFORE, to secure (i) the payment when and as due and payable all sums due under the Note; (ii) the payment of all other indebtedness which this Mortgage by its terms secures; and (iii) the performance and observance of the covenants and agreements contained in this Mortgage, the Note, the Loan Agreement, and any other instrument or document securing the Note

# UNOFFICIAL COPY

(all of such indebtedness, obligations and liabilities identified in (i), (ii) and (iii) above being hereinafter referred to as the "indebtedness hereby secured"), Mortgagor does hereby GRANT, SELL, CONVEY, MORTGAGE and ASSIGN unto Mortgagee, its successors and assigns and does hereby grant to Mortgagee, its successors and assigns, the real estate situated, lying and being in the County of Cook, and the State of Illinois, which is more particularly described on Exhibit A attached hereto and made a part hereof.

This Mortgage shall also secure any and all renewals or extension of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon, and any such renewals or extension or any change in the terms of rate of interest shall not impair in any manner the validity or priority of this Mortgage, nor release Mortgagor from personal liability for the indebtedness hereby secured.

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 (which are pledged primarily and on a party 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, beds, 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 Mortgagees, and their respective heirs, 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 Mortgagor does hereby expressly release and waive.

Mortgagor hereby covenants and agrees with Mortgagees as follows:

1. Recitals. The recitals set forth above are by this reference incorporated herein.

# UNOFFICIAL COPY

2. Care and Condition of Premises. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed so long as insurance proceeds are sufficient therefore; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; and (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof.

3. Payment of Indebtedness, Taxes and Other Charges. Mortgagor shall pay the principal and interest on the indebtedness secured hereby and shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request furnish to Mortgagee duplicate receipts therefore. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

4. Insurance. Mortgagor shall obtain and maintain insurance as required from time to time by Mortgagee.

5. Protection of Security by Mortgagee. In case of default herein, Mortgagee may, but need not, make any reasonable payment or perform any reasonable act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the default rate stated above. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to

# UNOFFICIAL COPY

Mortgagee on account of any default hereunder on the part of Mortgagor. Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Default and Acceleration. Mortgagor shall all sums due under the Note when due according to the terms of the Note, and shall perform each and every covenant and provision of this Mortgage. At the option of Mortgagee, upon such notice as required hereunder, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of the occurrence of a default (after the expiration of any applicable notice and cure periods) under the terms of the Note; (b) immediately in the event Mortgagor shall, without the prior consent of Mortgagee, sell, transfer, convey, encumber, or assign the title to all or any portion of the premises, or the rents, issues, or profits therefrom in violation of the provisions hereof, whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing unless the note will be repaid as part of that transaction; or (c) immediately upon the occurrence of a default in the performance of any covenant or agreement of Mortgagor contained in this Mortgage, and the continuation of such default for a period of sixty (60) days after notice thereof from Mortgagee to Mortgagor, whereupon Mortgagee, at its option shall then have the unqualified right to accelerate the maturity of the Note, causing all sums due under the Note to be immediately due and payable without notice to Mortgagor.

7. Foreclosure. When the indebtedness hereby secured shall become due whether by acceleration or otherwise Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the judgment for sale all expenditures and expenses which may be reasonably paid or incurred by or on behalf of Mortgagee for attorneys' fees, special process server fees, Mortgagee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the judgment) of procuring all such abstracts of title, title searches and examination, guarantees policies, Torrens certificates, and similar data assurances with respect to title as Mortgagee may deem to be reasonable necessary either to prosecute such suit or to evidence

# UNOFFICIAL COPY

to bidders at any sale which may be had pursuant to such judgment the true condition of the title to or the value of the premises. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under the Illinois Mortgage Foreclosure Law, as amended from time to time, whether or not enumerated herein, shall be added to the indebtedness secured by this Mortgage, and included in such judgment of foreclosure. All expenditures and expenses in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate stated above, when paid or incurred Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (b) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In addition to the foregoing, in any such foreclosure proceeding, Mortgagee shall be entitled to exercise any and all rights and remedies provided in the Illinois Mortgage Foreclosure Law, as amended from time to time, in such order as Mortgagee may lawfully elect.

8. Application of Proceeds. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, on account of all other items which under the terms hereof, constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, on account of all principal and interest, remaining unpaid on the Note; fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

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 said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not during the pendency of such foreclosure suit. Such receiver shall have all powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises



# UNOFFICIAL COPY

during the whole or any part of the pendency of such foreclosure suit and any period of redemption. Any amounts received by such receiver from such management and operation of the premises shall be applied as follows: (1) first, to the indebtedness secured hereby, or any decree foreclosing this Mortgage, or any tax special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) second, to the deficiency in case of a sale and deficiency.

10. Waiver of Redemption. In the event of a judicial proceeding to foreclose this Mortgage, Mortgagor does hereby expressly waive any and all rights of redemption from any judgment of foreclosure of this Mortgage on its own behalf, and on behalf of its successors and assigns and each and every person acquiring any interest in or title to the premises subordinate or subsequent hereto, and on behalf of all other persons to the extent permitted by the applicable provisions of the statutes and laws of the State of Illinois.

11. Inspection. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Examination of Title, Location, etc. Mortgagee has no duty to examine the title, location, existence, or condition of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any right herein given unless expressly obligated by the terms hereof, may be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee.

13. Condemnation. If all or any part of the premises is taken or damaged pursuant to an exercise, or threat of exercise, of the power of eminent domain, the entire proceeds of the award of compensation payable in respect of the part so taken or damaged are hereby assigned to and shall be paid directly to Mortgagee. The proceeds of any award or compensation actually received by Mortgagee after deduction therefrom of all reasonable costs and expenses including reasonable attorney's fees incurred by Mortgagee in connection with the taking, at Mortgagee's option, shall be applied, without premium, in part or entirely to payment of the indebtedness secured hereby or to restoration of the premises, as required by Mortgagee.

14. Release. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon the payment in full of the principal balance hereunder, any interest which has accrued





# UNOFFICIAL COPY

With a copy to:

Lloyd Sonenthal Esq.  
Lloyd M. Sonenthal, Ltd.  
70 W. Madison Street  
Suite 400  
Chicago, Illinois 60602

If to Mortgagor: Tony Kucharski  
Complete Financial Solutions Corporation  
8801 W. 50<sup>th</sup> Street  
Mc Cook, IL 60525

or in such other manner or to such other address, as such party shall designate in a written notice to the other party hereto.

18. Successors and Assigns. This Mortgage shall (a) run with the land, (b) apply and extend to, be binding upon and inure to the benefit of Mortgagor, Mortgagor's subsidiaries, affiliates, successors and assigns and all persons claiming under or through Mortgagor, and the word "Mortgagor" shall include all such persons, and (c) shall apply and extend to, be binding upon and inure to the benefit of Mortgagee and Mortgagee's successors and assigns. The word "Mortgagee" shall include the successors and assigns of Mortgagee, and the holder or holders, from time to time, of the note and any other indebtedness instruments.

19. Miscellaneous. The captions in this Mortgage are for convenience only and do not define or limit the provisions of this Mortgage. All changes to this Mortgage must be in writing signed by Mortgagee and, if this Mortgage is recorded, shall not be effective until being recorded. Wherever used, the singular number shall include the plural, the plural, the singular, and use of any gender shall be applicable to all genders.

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

COMPLETE FINANCIAL SOLUTIONS CORPORATION

BY: [Signature]  
It's President

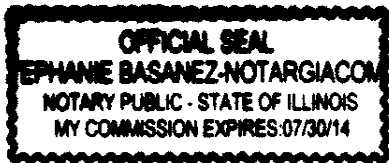
ATTEST BY: [Signature]  
It's Secretary

# UNOFFICIAL COPY

STATE OF ILLINOIS    )  
                                  )    SS  
COUNTY OF C O O K    )

I, Stephanie Basanez Notargiacomo, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that personally appeared before me TONY KUCHARSKI, President and Secretary of COMPLETE FINANCIAL SOLUTIONS CORPORATION, an Illinois Corporation, personally known to me, and acknowledged he executed this Mortgage on behalf of Mortgagor as President and Secretary of COMPLETE FINANCIAL SOLUTIONS CORPORATION, an Illinois Corporation, to be the free and voluntary act and deed of the Corporation by authority of the sole Shareholder and Director, TONY KUCHARSKI, for the uses and purposes therein set forth and on oath stated he is authorized to execute the Mortgage and in fact executed the Mortgage on behalf of the Corporation.

GIVEN under my hand and notarial seal this 16 day of September, 2010



Stephanie Basanez Notargiacomo  
Notary Public

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

### Legal Description

LOT 2 IN CENTRAL TERMINAL BEING PART OF THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:  
5503 West 47<sup>th</sup> Street  
Forest View, Illinois

TAX IDENTIFICATION NUMBER:

19-09-100-033-0000

Property of Cook County Clerk's Office