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2/2 2009-01319

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1032155073

Doc#: 1032155073 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/17/2010 01:10 PM Pg: 1 of 11

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 15-12-430-034-1006

Address:

Street: 7443 Washington Street #202

Street line 2:

City: Forest Park

State: IL

ZIP Code: 60130

Lender: Stephen T. Hopkins and Kathleen S. Hopkins

Borrower: John Hopkins and Rebecca Kunde

Loan / Mortgage Amount: \$70,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

PREMIER TITLE

Certificate number: EFACD3F5-E847-4D44-AF24-DE806A46C9AB

Execution date: 11/08/2010

11/8

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04-01319
 THIS DOCUMENT PREPARED BY
 AND WHEN RECORDED MAIL TO:
SANDRA K. BURNS
348 LATHROP AVENUE
RIVER FOREST IL 60305

MORTGAGE

THIS INDENTURE, made NOVEMBER 8, 2010, between, **JOHN HOPKINS and REBECCA KUNDE**, herein referred to as "Mortgagors" and **STEPHEN T. HOPKINS and KATHLEEN S. HOPKINS**, herein referred to as "Mortgagees", witnesseth:

WHEREAS, Mortgagors are justly indebted to the legal holder of the Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Note, in the Total Principal Sum of **Seventy Thousand and no/100ths (\$70,000.00) Dollars**, evidenced by one certain Promissory Note of Mortgagors of even date herewith, made payable to **THE ORDER OF STEPHEN T. HOPKINS and KATHLEEN S. HOPKINS** and delivered in and by which said Note Mortgagors promise to pay the said principal sum and interest from **November 8, 2010** on the balance of principal remaining from time to time unpaid at the rate of **3.35% per annum**, amortized over a term of **thirty (30) years (the "Note")**. All such payments on account of the indebtedness evidenced by said Note to be first applied to interest on the unpaid principal balance and the remainder to principal.

NOW, THEREFORE, Mortgagors 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 Mortgagors to be performed, and also in the consideration of the sum of One Dollar in hand paid, receipt whereof is hereby acknowledged, does ,by these presents, **MORTGAGE, CONVEY and WARRANT** unto **STEPHEN T. HOPKINS and KATHLEEN S. HOPKINS**, their successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the **COUNTY OF COOK AND STATE OF ILLINOIS**, to wit:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION, ADDRESS AND PIN

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

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus,

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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. All of the foregoing are declared to be a part of the Premises whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the Premises by Mortgagors or their successors or assigns shall be considered as constituting part of the Premises.

TO HAVE AND TO HOLD the Premises unto the said STEPHEN T. HOPKINS and KATHLEEN S. HOPKINS, their successors and assigns, forever, for the purposes and uses, and only those purposes and 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 Mortgagors do hereby expressly release and waive.

JOHN HOPKINS



REBECCA KUNDE

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STATE OF ILLINOIS

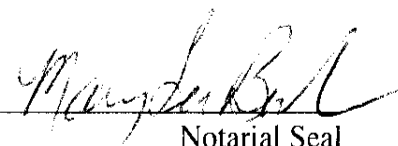
SS

COUNTY OF Logan

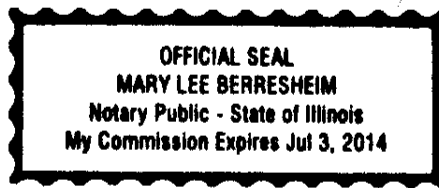
I, Mary Lee Berresheim a Notary Public in and for the said County, in the state aforesaid, do certify that JOHN HOPKINS is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and 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 November 8, 2010.

Notary Public



Notarial Seal



STATE OF ILLINOIS

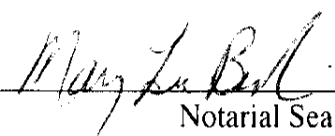
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COUNTY OF Coll

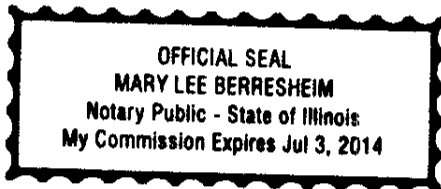
I, Mary Lee Berresheim a Notary Public in and for the residing in said County, in the state aforesaid, do certify that REBECCA KUNDE is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said Instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal November 8, 2010.

Notary Public



Notarial Seal



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THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

1. This Mortgage is intended to serve as a fixture filing pursuant to the terms of the applicable provisions of the Uniform Commercial Code of the State in which the mortgaged Premises is located. This filing is to be recorded in the real estate records of the appropriate city, town or county in which the mortgaged Premises are located. In that regard, the following information is provided:

Name of Debtor:	JOHN HOPKINS & REBECCA KUNDE
Address of Debtor:	7443 Washington St., Unit 202 Forest Park, IL 60130
Name of Secured Party:	STEPHEN T. HOPKINS and KATHLEEN S. HOPKINS
Address of Secured Party:	723 N. Kenilworth Ave. Oak Park, IL 60302

This Mortgage constitutes a Security Agreement as that term is defined and used in the Illinois Uniform Commercial Code.

2. Mortgagors do hereby grant the Premises to Mortgagees, and Mortgagees' successors and assigns, for the purposes and uses, and only the purposes and uses, herein set forth, free and 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 Mortgagors do hereby expressly release and waive.

3. Mortgagors shall (a) comply with all of the terms and provisions of the Note and any and all documents executed in connection therewith or herewith (the Loan Documents); (b) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) 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; (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 STEPHEN T. HOPKINS and/or KATHLEEN S. HOPKINS, Mortgagees or to holders of the Note, (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (e) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.

4. Mortgagors 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 STEPHEN T. HOPKINS and

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KATHLEEN S. HOPKINS, Mortgagees or to holders of the Note duplicate receipts therefore. To prevent default hereunder, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors desire to contest.

In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagees the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage, then the Mortgagors shall pay such taxes or assessments, or reimburse Mortgagee therefore.

5. Mortgagors shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the Mortgagees are required by law to have their loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the Note, under insurance policies payable, in case of loss or damage, to STEPHEN T. HOPKINS and KATHLEEN S. HOPKINS, Mortgagees, for the benefit of the holders of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the Note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

6. In case of default therein, STEPHEN T. HOPKINS and KATHLEEN S. HOPKINS, Mortgagees or the holders of the Note, or of any of them, may but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by STEPHEN T. HOPKINS and KATHLEEN S. HOPKINS, Mortgagees, or the holders of the Note, or of any of them, to protect the Premises and the lien hereof, plus reasonable compensation to STEPHEN T. HOPKINS and KATHLEEN S. HOPKINS, Mortgagees for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the highest post maturity rate set forth in the Note, if any, otherwise the highest pre maturity rate set forth therein. Inaction of STEPHEN T. HOPKINS and KATHLEEN S. HOPKINS, Mortgagees, or holders of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. STEPHEN T. HOPKINS and KATHLEEN S. HOPKINS, Mortgagees, or the holders of the Note hereby secured making any payment hereby authorized relating to taxes or assessments,

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may do so according to any bill, statement or estimate procured from the appropriate public office without injury 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. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the Note, or any of them, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable thirty (30) days after Mortgagees served a written Notice of Default upon Mortgagors for any of the below-described Events of Default. Said Notice shall specify (a) the breach; (b) the action required to cure such breach, (c) a date, not less than thirty (30) days from the date the Notice is mailed to Mortgagors, by which such breach must be cured and (d) that failure to cure such breach on or before the date specified in the Notice may result in acceleration of the sums secured by this Mortgage.

Mortgagors shall be in default under this Mortgage in the event that Mortgagors:

- a. Fail to pay any obligation to Mortgagees when due;
- b. Fail to perform any obligation or breaches any warranty or covenant to Mortgagees contained in this Mortgage or the Note;
- c. If Mortgagors fail to pay any other indebtedness, when due and payable or declared due and payable or otherwise fails to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in any of the Loan Documents regarding any other indebtedness which is required to be performed, kept or observed by Mortgagors, and which causes a lien or encumbrance upon the Premises;
- d. The occurrence of a default or an event or false representation or breach of a covenant or warranty under any mortgage instrument or document hereafter delivered by or on behalf of Mortgagors to any third party lender where the Premises is also serving as collateral to that lender;
- e. Fail to keep the Premises in good repair or commits, or permits to be committed, waste, impairment or material deterioration of the Premises;
- f. Knowingly allows the Premises to be used by anyone to transport or store goods the possession, transportation, or use of which is illegal..

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the Note, or any of them, or STEPHEN T. HOPKINS and KATHLEEN S. HOPKINS, Mortgagees, 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 decree for sale all expenditures and expenses, which may be paid or incurred by or on behalf of STEPHEN T. HOPKINS and KATHLEEN S. HOPKINS, Mortgagees, or holders of the Note, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to

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items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies and similar data and assurances with respect to title as STEPHEN T. HOPKINS and KATHLEEN S. HOPKINS, Mortgagees, or holders of the Note, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the Note securing this Mortgage, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by STEPHEN T. HOPKINS and KATHLEEN S. HOPKINS, Mortgagees, or holders of the Note 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; or (b) preparations 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.

8. 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, 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, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. 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 Mortgagors 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 and the, Mortgagees hereunder may be appointed as such receiver, subject to the discretion of the Court. Such receiver shall have the power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the Premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by 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; (b) the deficiency in case of sale and deficiency.

10. Mortgagors waive presentment, demand for payment, notice of dishonor and protest except as required by law.

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11. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

12. STEPHEN T. HOPKINS and KATHLEEN S. HOPKINS, Mortgagees, or the holders of the Note, or of any of them, shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose, provided however, that Mortgagees are served with written notice at least 48 hours prior to such inspection. Said Notice shall specify the reasonable cause for the inspection.

13. Without limitation on any other provision hereof, Mortgagees hereby agrees to indemnify and hold the Mortgagees harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any kind whatsoever (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the following (collectively "Environmental Laws"): the Comprehensive Environmental Response, Compensation and Liability Act of 1989, as amended, any so called "Superfund" or Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, related to, or imposing liability or standards on conduct concerning any Hazardous Material paid, incurred, suffered by or asserted against Mortgagees as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of, Mortgagees: (a) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release of any Hazardous Material from the Premises or any part thereof, including from underground storage tanks., or (b) any liens against the Premises permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligations of the Mortgagees, or their tenants, under any Environmental Laws, or (c) any actual or asserted liability or obligations of the Mortgagees under any Environmental Law relating to the Premises.

Such representations, warranties, covenants, indemnities and obligations shall not apply with respect to Hazardous Materials which are first placed on the Premises prior to the date of this Mortgage or on or after the date on which Mortgagees are no longer in possession and Mortgagees or any other party obtains title to and possession of the Premises by any lawful means.

14. If the payment of said indebtedness evidenced by the Note or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefore, or interested in said Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagees, notwithstanding such extension, variation or release.

15. If Mortgagees sell, convey, assign, or transfer the Premises or any interest therein except for (a) a leasehold interest to a tenant, (b) a transfer by devise, descent or by operation of law upon death of a Mortgagee or (c) the creation of a lien or encumbrance that is subordinate to this Mortgage, then, Mortgagees or the holder of the Note may, at their sole discretion, declare the sums secured by this Mortgage to be immediately due and payable.


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16. Mortgagees shall promptly release this Mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby. Where the release is requested of the original STEPHEN T. HOPKINS and KATHLEEN S. HOPKINS, Mortgagees, and it has never placed its identification number on the Note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the Note and which purport to be executed by the persons herein designated as makers thereof.

17. Time is of the essence with respect to this Mortgage and its obligations created hereunder. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagees named herein and the holder or holders from time to time, of the Note secured hereby. If any provision of this Mortgage violates the law or is unenforceable, the rest of this Mortgage shall continue to be valid and enforceable. This Mortgage shall be governed by the laws of the State of Illinois. Mortgagors consent to the jurisdiction and venue of any state court located in Cook County, Illinois.

18. Except for any notice required under applicable law to be given in another matter, (a) any notice required or permitted to be given under this Mortgage shall be in writing and shall be effective (i) as of the date personally delivered, (ii) one (1) business day after the date delivered to a nationally recognized overnight courier service, delivery prepaid for next business day delivery, (iii) at the time of being sent by facsimile if delivery thereof is confirmed by sender's receipt of a transmission report, generated by sender's facsimile machine, which confirms that the facsimile was successfully transmitted in its entirety prior to 5:00 p.m. Central time on a business day or (iv) three (3) days after mailing such notice by certified mail, return receipt requested. Such notices shall be sent to the addresses identified in Section 1 of this Mortgage unless a party subsequently notifies the other party of a change in its address.

Mortgagors:



JOHN HOPKINS



REBECCA KUNDE

Dated November 8, 2010

Dated November 8, 2010

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EXHIBIT 'A' Legal Description

File Number: 2009-01319-FA

UNIT NO. 202, IN 7443 WASHINGTON CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1: THAT PART EAST OF A LINE COMMENCING 5 FEET EAST OF THE SOUTHWEST CORNER OF LOT 4 AND RUNNING TO A POINT 5 FEET EAST OF THE NORTHWEST CORNER OF LOT 5 AND WEST OF A LINE COMMENCING 5 FEET EAST OF THE SOUTHWEST CORNER OF LOT 5 AND RUNNING TO A POINT 5 FEET WEST OF THE NORTHEAST CORNER OF LOT 5 OF LOTS 4 AND 5 IN SCHWASS' SUBDIVISION OF THE NORTH 1/2 OF BLOCK 30 IN RAILROAD ADDITION TO HARLEM IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO

PARCEL 2:

THAT PART OF LOTS 5 AND 6 IN SCHWASS' SUBDIVISION OF THE NORTH 1/2 OF BLOCK 30 IN RAILROAD ADDITION TO HARLEM, A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: TO WIT: BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 5 IN SAID BLOCK 30, 5 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 5; THENCE EAST ON SAID SOUTH LINE OF SAID LOTS 5 AND 6 TO A POINT 5 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTHERLY IN A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF SAID LOT 6, 5 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 6; THENCE WEST ON SAID NORTH LINE OF SAID LOTS 5 AND 6 TO A POINT 5 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25026856 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 7443 Washington Street, #202, Forest Park, IL 60130

PERMANENT INDEX NUMBER: 15-12-430-034-1006