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Doc#: 1035731098 **Fee:** \$48.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/23/2010 02:24 PM Pg: 1 of 7

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 05-19-313-028-0000

Address:

Street: 244 Lagoon Dr

Street line 2:

City: Northfield

State: IL

ZIP Code: 60093

Lender: Alan Zelinsky and Lucille Zelinsky

Borrower: Deborah G. Zelinsky

Loan / Mortgage Amount: \$607,000.00

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.

Certificate number: 45674CA3-9131-403D-939E-311907911859

Execution date: 12/22/2010

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After recording, mail to:

William S. Bazianos
 Baugh Dalton Carlson & Ryan, LLC
 55 West Monroe Street
 Suite 600
 Chicago, Illinois 60603

SECOND MORTGAGE

THIS SECOND MORTGAGE is made this 10th day of December, 2010, between the Mortgagor, **DEBORAH G. ZELINSKY**, of 244 Lagoon Drive, Northfield, Illinois 60093, (the "Mortgagor"), and the Mortgagee, **ALAN ZELINSKY AND LUCILLE ZELINSKY**, husband and wife, of Northfield, Illinois (collectively, the "Mortgagee").

WHEREAS, Mortgagor has made a certain SECURED PROMISSORY NOTE for the benefit of Mortgagee, bearing even date herewith, in the amount of \$297,000.00 ("the Note");

WHEREAS, certain payments are to be paid to Mortgagee ("Payments") by Mortgagor under the terms of the Note; and

WHEREAS, in order to induce the Mortgagee to enter into the Note, the Mortgagor agrees to grant to the Mortgagee a security interest in the Property (as defined below).

TO SECURE to Mortgagee the repayment of the Payments evidenced by the Note, and the performance of the covenants and agreements of Mortgagor herein contained, Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described property located in the County of Cook, State of Illinois:

THE SOUTH 56 FEET OF THAT PART OF LOT 11 FALLING IN ORIGINAL LOT 4 IN BLOCK 2 IN WILLOWAY SUBDIVISION, BEING A PART OF THE SOUTH WEST ¼ OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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P.I.N.: 05-19-313-028-0000

which has the address of: 244 Lagoon Drive, Northfield, Illinois 60093 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which 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 if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

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

UNIFORM COVENANTS- Mortgagor and Mortgagee covenant and agree as follows:

1. **Payment of Principal and Interest.** Mortgagor shall promptly pay when due the principal and interest, if any, indebtedness evidenced by the Note in accordance with the terms thereof.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Mortgagee under the Note shall be applied by Mortgagee first to interest payable on the Note, if any, and then to the Payments due under the Note.
3. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
4. **Hazard Insurance.** Mortgagor shall keep the improvements 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 Mortgagee may require and in such amounts and for such periods as Mortgagee may require.

The insurance carrier providing the insurance shall be chosen by Mortgagor. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of and in a form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made timely by Mortgagor in accordance with the terms of the policy.

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If the Property is abandoned by Mortgagor, or if Mortgagor fails to respond to Mortgagee within 60 days from the date notice is mailed by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage after 30 days prior written notice by Mortgagee, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, then Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Mortgagee's interest.

Any amounts disbursed by Mortgagee pursuant to this paragraph 6 shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof. Nothing contained in this paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder.

7. **Condemnation.** The proceeds of any award or claim for damages, 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 Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

8. **Mortgagor Not Released; Forbearance by Mortgagee Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. **Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor. All covenants and agreements of Mortgagor shall be joint and several.

10. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail to Mortgagee's address stated herein or to such

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other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

11. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. **Mortgagor's Copy.** Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

13. **Transfer of the Property or a Beneficial Interest in Mortgagor.** In the event of a transfer or sale of the Property, Mortgagee may, at its option, require immediate payment of all proceeds received by Mortgagor as result of the sale or transfer of the Property after payment of prior mortgagee(s).

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

NON-UNIFORM COVENANTS. Mortgagor and Mortgagee further covenant and agree as follows:

14. ACCELERATION; REMEDIES. EXCEPT AS PROVIDED IN PARAGRAPH 14 HEREOF, UPON MORTGAGORS BREACH OF ANY COVENANT OR AGREEMENT OF MORTGAGOR IN THIS MORTGAGE, INCLUDING THE COVENANTS TO PAY WHEN DUE ANY SUMS SECURED BY THIS MORTGAGE, MORTGAGEE PRIOR TO ACCELERATION SHALL GIVE NOTICE TO MORTGAGOR AS PROVIDED IN PARAGRAPH 11 HEREOF SPECIFYING: (1) THE BREACH; (2) THE ACTION REQUIRED TO CURE SUCH BREACH; (3) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS MAILED TO MORTGAGOR, BY WHICH SUCH BREACH MUST BE CURED; AND (4) THAT FAILURE TO CURE SUCH BREACH ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS BY THIS MORTGAGE, FORECLOSURE BY JUDICIAL PROCEEDING, AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM MORTGAGOR OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING, THE NONEXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE OF MORTGAGOR TO ACCELERATION

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AND FORECLOSURE. IF THE BREACH IS NOT CURED ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, MORTGAGEE, AT MORTGAGEE'S OPTION, MAY DECLARE ALL OF THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS MORTGAGE BY JUDICIAL PROCEEDING. MORTGAGEE SHALL BE ENTITLED TO COST IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF DOCUMENTARY EVIDENCE, ABSTRACTS AND TITLE REPORTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE MORTGAGEE SHALL NOT FORECLOSE ON THIS MORTGAGE UNLESS (i) ANY MORTGAGE, DEED OF TRUST OR OTHER SECURITY AGREEMENT WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE HAS FILED A FORECLOSURE ACTION AFFECTING THE PROPERTY, OR (ii) MORTGAGOR FILES FOR BANKRUPTCY, OR HAS FILED ANY DEBTOR PROCEEDING PURSUANT TO ANY STATUTE EITHER OF THE UNITED STATES OR OF ANY STATE A PETITION IN BANKRUPTCY OR INSOLVENCY OR FOR REORGANIZATION OR FOR THE APPOINTMENT OF A RECEIVER OR TRUSTEE OF ALL OR A PORTION OF MORTGAGOR'S PROPERTY; OR MORTGAGOR MAKES AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS, OR PETITIONS FOR OR ENTERS INTO AN ARRANGEMENT

15. **Mortgagor's Right to Reinstale.** Notwithstanding Mortgagee's acceleration of the sums secured by this Mortgage due to Mortgagor's breach, Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expenses actually incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, and in enforcing Mortgagee's remedies as provided in paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

16. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 15 hereof or abandonment of the Property, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by 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

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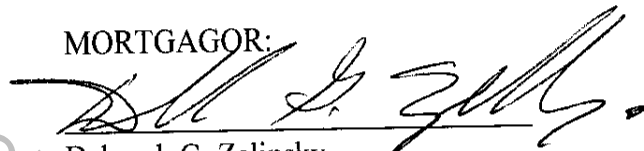
the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

17. **Release.** Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

18. **Other Agreements.** Except for the Note and Mortgagor's promise to repay the amount she charged on Holder's VISA Credit Card, which as of the date of this Mortgage has a balance of approximately \$64,433.91, this Mortgage hereby supersedes and replaces all notes, contracts, agreements and other instruments, of any kind, between the parties, entered into prior to the date hereof, whether written or oral, and restates in its entirety, the agreement between the parties.

IN WITNESS WHEREOF, Mortgagor has executed this Second Mortgage, the day and year written above.

MORTGAGOR:

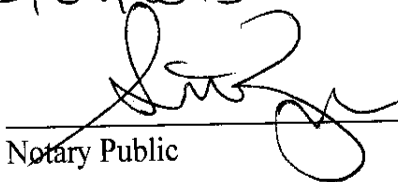

Deborah G. Zelinsky

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that **Deborah G. Zelinsky**, 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 and delivered the said instrument as her free voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of December, 2010.

My Commission expires: 5/29/2013


Notary Public

This instrument was prepared by:
William S. Bazianos
Baugh Dalton Carlson & Ryan, LLC
55 West Monroe Street
Suite 600
Chicago, Illinois 60603

