

UNOFFICIAL COPY

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1100504100 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/05/2011 11:34 AM Pg: 1 of 10

011-575119920 M LAR MP

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 13-13-413-041-1005

Address:

Street: 2400 W. Warner Avenue, Unit 3W

Street line 2:

City: Chicago

State: IL

ZIP Code: 60618

Lender: Frank mancari

Borrower: DLS Dealer Services, Inc.

Loan / Mortgage Amount: \$65,000.00

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.

S Y
P 10
S N
SC Y
INT AS

Certificate number: 85F0B4E3-AFD8-44AA-9C65-70420542931D

Execution date: 12/23/2010

PAK 3/31

UNOFFICIAL COPY**MORTGAGE**

THIS MORTGAGE, made the **23rd** day of **DECEMBER 2010**, BETWEEN **DLS Dealer Services, Inc.**, 4136 North Western Avenue Chicago, Illinois 60618, the **MORTGAGOR(S)**, and **FRANK MANCARI**, under the laws of the State of **ILLINOIS**, who address 4630 W. 95th Street, Oak Lawn, Illinois 60453, the Mortgagee:

WITNESSETH, that to secure the payment of an indebtedness in the sum of **SIXTY FIVE THOUSAND DOLLARS** (\$65,000.00), lawful money of the United States, with interest thereon at the rate of **TEN (15%)** per annum, all according to a certain bond, note or obligation bearing even date herewith, the Mortgagor(s) hereby mortgages to the Mortgagee:

LEGAL DESCRIPTION:

SEE ATTACHED LEGAL

Situated in the County of **COOK**, in the State of **ILLINOIS**, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State

PERMANENT REAL ESTATE INDEX NUMBER(S): 13-13-413-041-1005

**ADDRESS(ES) OF REAL ESTATE:
2400 WEST WARNER AVENUE #3W
CHICAGO, ILLINOIS 60618**

TOGETHER with all fixtures, chattels and articles of personal property, now or hereafter attached to or used in connection with said premises, including, but not limited to, furnaces, boilers, oil, burners, radiators and piping, plumbing and restroom fixtures, refrigeration, air conditioning and sprinkler systems, sinks, gas and electric fixtures, awnings, screens, window shades, elevators, dynamos, refrigerators, cabinets, incinerators, plants and shrubbery, and all other equipment and machinery, appliances, fittings and fixtures of every kind, in or used in the operation of the buildings standing on said premises, together with any and all replacements thereof and additions thereto.

TOGETHER with all awards heretofore and hereafter made to the Mortgagor for taking, by eminent domain, the whole or any part of said premises or any easement therein, which said awards are hereby assigned to the Mortgagee, who is hereby authorized to collect and receive the proceeds of such awards and to give proper

UNOFFICIAL COPY

receipts therefore, and to apply the same toward the payment of the mortgage debt, notwithstanding the fact that the amount owing thereon may not be then due and payable; and the said Mortgagor hereby agrees, upon request, to make, execute and deliver all assignments and other instruments sufficient for the purpose of assigning said awards to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

AND the Mortgagor covenants with the Mortgagee as follows:

1. *Payment of debt.* That the Mortgagor will pay the indebtedness as hereinbefore provided.
2. *Insuring the property.* That the Mortgagor will keep the buildings on the premises: (A) insured against loss by fire for the benefit of the Mortgagee, and (B) insured against loss by flood if the premises are located in an area identified by any federal, state or local governmental entity having such jurisdiction as an area possessing special flood hazards; that he/she will assign and deliver the policies to the Mortgagee; and that he/she will reimburse the Mortgagee for any premiums paid for insurance by the Mortgagee upon the Mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. *No alteration, removal or demolition of any building without permission.* That no building on the premises shall be altered, removed or demolished without the consent of the Mortgagee.
4. *Default.* That the whole of said principal sum and interest shall become due at the option of the Mortgagee: after default in the payment of any installment of interest or after default in the payment of any tax, water rate, sewer rent, or assessment for 5 days after notice and demand; or after default, following notice and demand, either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the Mortgagee for premiums paid on such insurance as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. *Appointment of receiver.* That the holder of this mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. *Payment of taxes, etc.* That the Mortgagor will pay all taxes, assessments, sewer rents or water rents, and when the Mortgagor is in default thereof, the mortgagee may pay the same.

UNOFFICIAL COPY

7. *Warranty of title.* That the Mortgagor warrants the title to the premises.
8. *Insurance.* That the fire insurance policies required by Paragraph 2 hereof shall contain the usual extended coverage endorsement; that, in addition thereto, the Mortgagor, within 10 days after notice and demand, will keep the premises insured against war risk and any other hazard that may reasonably be required by the Mortgagee. All of the provisions of Paragraphs 2 and 4 hereof relating to fire insurance shall apply to the additional insurance required by this Paragraph.
9. *Following foreclosure, property may be sold in one or more parcels.* That in case of a foreclosure sale, said premises, or so much thereof as may be affected by this mortgage, may be sold in one or more parcels.
10. *Mortgagor to pay litigation expenses of Mortgagee.* That if any action or proceeding be commenced (except an action to foreclose this mortgage or to collect the debt secured thereby), in which action or proceeding the Mortgagee is made a party, or in which action or proceeding it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the Mortgagee for the expense of any litigation to prosecute or defend the rights and lien created by this mortgage (including reasonable attorneys' fees), shall be paid by the Mortgagor, together with interest thereon at the rate of FOURTEEN percent (14.0%) per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right or title to, interest in, or claim upon said premises attaching or accruing subsequent to the lien of this mortgage.
11. *Assignment of rents to Mortgagee.* That the Mortgagor hereby assigns to the Mortgagee the rents, issues and profits of the premises as further security for the payment of said indebtedness, and the Mortgagor grants to the Mortgagee the right to enter upon and take possession of the premises for the purpose of collecting the same and to let the premises or any part thereof, and to apply the rents, issues and profits, after payment of all necessary charges and expenses, on account of said indebtedness. This assignment and grant shall continue in effect until this mortgage is paid. The Mortgagee hereby waives the right to enter upon and to take possession of said premises for the purpose of collecting said rents, issues and profits, and the Mortgagor shall be entitled to collect and receive said rents, issues and profits until default under any of the covenants, conditions or agreements contained in this mortgage, and agrees to use such rents, issues and profits in payment of principal and interest becoming due on this mortgage and in payment of taxes, assessments, sewer rents, water rates, and carrying charges becoming due against said premises, but such right of the Mortgagor may be revoked by the Mortgagee upon any default, on five (5) days' written notice. The Mortgagor will not, without the written consent of the Mortgagee, receive or collect rent from any tenant of the said premises or any part

UNOFFICIAL COPY

hereof for a period of more than one month in advance, and in the event of any default under this mortgage will pay monthly in advance to the Mortgagee, or to any receiver appointed to collect said rents, issues and profits, the fair and reasonable rental value for the use and occupation of said premises or such part thereof as may be in the possession of the Mortgagor, and upon default in such payment will vacate and surrender the possession of the said premises to the Mortgagee or to such receiver, and in default thereof may be evicted by summary proceedings.

12. *Actions resulting in an acceleration of payment of the entire principal debt, plus interest.* That the whole of said principal sum and the interest shall become due, at the option of the Mortgagee:

- (a) after Mortgagor's failure to exhibit to the Mortgagee, within FIVE (5) days after demand, receipts showing payment of all taxes, water rates, sewer rents and assessments;
- (b) after the actual or threatened alteration, demolition or removal of any building on the premises without the written consent of the Mortgagee;
- (c) after the assignment of the premises or any part thereof without the written consent of the Mortgagee;
- (d) if the buildings on said premises are not maintained in reasonably good repair;
- (e) after Mortgagor's failure to comply with any requirement, order or notice of violation of law or ordinance, issued by any governmental department claiming jurisdiction over the premises, within TWO MONTHS (2) months from the issuance thereof;
- (f) if, on application of the Mortgagor, two or more fire insurance companies lawfully doing business in the State of ILLINOIS refuse to issue policies insuring the buildings on the premises;
- (g) in the event of the removal, demolition or destruction, in whole or in part, of any of the fixtures, chattels or articles of personal property covered hereby, unless the same are promptly replaced by similar fixtures, chattels and articles of personal property that are at least equal in quality and condition to those replaced, free from chattel mortgages or other encumbrances thereon and free from any reservation of title thereto;
- (h) after FIVE (5) days' notice to the Mortgagor, in the event of the passage of any law changing in any way the taxation of mortgages or debts secured thereby for state or local purposes; or

UNOFFICIAL COPY

(i) if the mortgagor fails to keep, observe and perform any of the other covenants, conditions or agreements contained in this mortgage.

Environmental provisions:

13. *Definitions.* The term "environmental laws" shall include all laws, statutes, regulations, ordinances, rules, decrees, orders or other requirements of any federal, state or municipal government authority with jurisdiction which relates to the quality of water, land, soils, air, fish, wildlife and other natural resources.

This shall include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601, et seq.; the Resource Conservation and Recovery Act, 42 USC § 6901, et seq.; the Clean Air Act, 42 USC § 7401, et seq.; the Clean Water Act, 33 USC § 1251, et seq.; the Hazardous Materials Transportation Act, 49 USC § 1801, et seq.; the Toxic Substances Control Act, 15 USC § 2601, et seq.;

14. *Uses of property.* Mortgagor covenants that he has taken all necessary or appropriate steps to review the prior owners and prior uses of the property. Mortgagor warrants that, to the best of his knowledge, the property has never been used for the production, storage, handling, transportation, or disposal of toxic or hazardous substances as defined in the environmental laws described above.

Mortgagor further covenants that, during the term of the loan, he will not allow or suffer any use of the property for the production, storage, handling, transportation, disposal, or other use involving toxic or hazardous substances as defined above.

As used herein, the terms "toxic substances" or "hazardous substances" shall not include ordinary substances sold at retail for cleaning or other "household" uses.

15. *Compliance with laws.* Mortgagor covenants that there are no existing violations of environmental laws in, on, or about the subject premises. There are no outstanding orders or decrees of any court or agency regarding any violation of any environmental laws in, on, or about the subject premises. There are no lawsuits or compliance proceedings pending or threatened regarding the subject premises. Mortgagor has obtained all required permits of any nature for the operation of the business located on the subject premises. Mortgagor and the premises are in full compliance with the terms of such permits.

Mortgagor further covenants that he will not allow or suffer any violation of any environmental law as it relates to the premises or the business operated thereon.

UNOFFICIAL COPY

Mortgagor will keep in full force and effect all required permits and will timely seek extensions or renewals thereof. Mortgagor will maintain the premises and operate the business in full compliance with the terms of such permits during the entire term of this loan.

Mortgagor covenants that he will provide Mortgagee with notice within twenty-four (24) hours of receiving any information which indicates that there is any: (1) violation of any environmental law; (2) a threatened revocation or non-renewal of any permit; (3) an order or decree of violation; (4) a lawsuit threatened or commenced regarding environmental conditions on the premises. Failure to do so will be a violation of this Agreement.

16. *Change in use.* Mortgagor covenants that he will not suffer or permit a change in the current use of the property without the permission of Mortgagee. Mortgagee agrees not to unreasonably withhold permission. However, Mortgagee reserves the right to condition such permission on the continued effectiveness of the provisions of this Agreement and on any further assurances which Mortgagee may reasonably require to protect Mortgagee against any potential liability for the occurrence of any adverse environmental event which may jeopardize the viability of Mortgagee's security.

17. *Right to inspect.* Mortgagor grants Mortgagee, its agents, employees and officers, permission to enter upon the premises at all reasonable hours for the purpose of inspecting the premises. Mortgagor further grants Mortgagee and its agents permission to perform tests on the premises as deemed necessary or appropriate to ascertain whether Mortgagor is in full compliance with the terms of this Agreement.

18. *Indemnification.* Mortgagor shall indemnify and hold Mortgagee harmless for any fines, claims, judgments, expenses, costs of remediation, or other liability, including legal fees and other costs of defense, for injury to person or property which results from or arises out of the failure of Mortgagor, any of Mortgagor's predecessors in title, or any tenants or occupants, to fully perform their obligations under any environmental law as defined above.

19. *Survival.* The provisions of this Agreement shall survive any sale, conveyance, or other transfer of the premises, whether voluntary or involuntary, including a transfer after the foreclosure of the mortgage. The provisions of this Agreement shall be extinguished only upon full payment of the debt secured by the mortgage, which is a lien on Mortgagor's premises, without an event of default having occurred. Under the terms of the said Note and Mortgage, Mortgagee shall provide a release at that time.

20. *Disclaimers.* Nothing contained herein shall be deemed to render Mortgagee "in


UNOFFICIAL COPY

20. *Disclaimers.* Nothing contained herein shall be deemed to render Mortgagee "in control" of the premises as that term is defined in the environmental laws.

21. *Attorney's Fees.* Mortgagor agrees to pay any and all reasonable attorneys' fees and costs so incurred and this amount may include, but not be limited to, Mortgagee's attorneys' fees and legal expenses whether or not a lawsuit is commenced together with any attorneys' fees and legal expenses for bankruptcy proceedings, appeals, and any post-judgment collection services with respect to this Note. Mortgagee's further agrees to pay any court costs, in addition to any other costs and expenses incurred by Mortgagee's in enforcing the terms of this Note.

This mortgage may not be changed or terminated orally. The covenants contained in this mortgage shall run with the land and bind the Mortgagor, the heirs, personal representatives, successors and assigns of the Mortgagor and all subsequent owners, encumbrances, tenants and subtenants of the premises, and shall inure to the benefit of the Mortgagee, the personal representatives, successors and assigns of the Mortgagee, and all subsequent holders of this mortgage.

IN WITNESS WHEREOF, this Mortgage has been duly signed and executed by the Mortgagor.



DLS Dealer Services, Inc.
By: Anthony Poulos
Its: President
Mortgagor

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, *She Underwood* a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that *ANTHONY POULOS, PRES* personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this **23rd** day of **DECEMBER, 2010**.

UNOFFICIAL COPY

NOTARY PUBLIC

Commission Expires _____

(Impress Seal Here)



NOTARY PUBLIC



COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

UNOFFICIAL COPY

2400 W. Warner Ave. #3W, Chicago, Legal Description

LEGAL DESCRIPTION:

UNIT NUMBER 3-W IN THE 4136 NORTH WESTERN CONDOMINIUM, AS
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:
LOTS 9 AND 10 IN BLOCK 1 IN PAUL O. STENSLAND'S SUBDIVISION OF THE EAST 664.7 FEET OF
LOTS 1, 2, 3 AND 4 OF SHELBY AND MAGOFFIN'S SUBDIVISION OF THE SOUTH 1/2 OF THE
SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, (EXCEPT THAT PART LYING EAST OF LINE 50 FEET WEST OF AND PARALLEL WITH THE
EAST LINE OF SECTION 13) IN COOK COUNTY, ILLINOIS;
WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS
DOCUMENT NUMBER 0603918114; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE
COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

Property of Cook County Clerk's Office