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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1101446013

Doc#: 1101446013 **Fee:** \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/14/2011 02:11 PM Pg: 1 of 6

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 31-02-204-094-0000

Address:

Street: 3467 Golfview Dr.

Street line 2:

City: Hazel Crest

State: IL

ZIP Code: 60429

Lender: Jane Smith Community-Beverly D/B/A SMITH VILLAGE

Borrower: THE JOAN C. GUILFOYLE TRUST

Loan / Mortgage Amount: \$100,000.00

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: EA4A4A4A-9022-4C45-BDE5-DF0644644A47

Execution date: 12/22/2010

UNOFFICIAL COPY**MORTGAGE
(ILLINOIS)**

THE MORTGAGOR, **THE JOAN C. GUILFOYLE TRUST**, (the "Mortgagor"), of the County of Cook, and State of Illinois, does hereby MORTGAGE and WARRANT unto Washington and Jane Smith Community - Beverly D/B/A SMITH VILLAGE, an Illinois not-for-profit corporation, (the "Mortgagee") of the County of Cook, and State of Illinois, the real estate described on Exhibit A attached hereto and made a part hereof, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all

Above Space for Recorder's Use Only

existing and future improvements and fixtures thereon (collectively, the "Property") to secure the Obligations (as defined in Article 1 below), hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

TO HAVE AND TO HOLD the Property unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth.

PROVIDED, HOWEVER, that, simultaneously with the sale of the Property by Mortgagor to a bona fide, third-party purchaser, and further provided there is no then due, but unpaid Obligation hereunder, and upon proof being given to the satisfaction of Mortgagee that title to the Property shall be so conveyed to such bona fide, third-party purchaser, Mortgagee shall discharge this Mortgage by delivering a release document to the escrow agent or other party charged with the closing of such transaction.

ARTICLE ONE: MORTGAGE AS SECURITY

1.1 This Mortgage secures (a) payment of all Fees (as described in Article 4 of the Agreement) due and owing and to become due and owing to Mortgagor, and any late fees relating thereto or interest thereon, under that certain Independent Living Establishment Contract dated as of December 1, 2010 executed by Mortgagor, and all modifications thereof and any future advances thereunder, due or to become due, together with any and all other documents evidencing the same (collectively, the "Agreement"); (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; (c) the performance and observance of all the covenants, provisions and agreements of Mortgagor herein and of Mortgagor under the Agreement; and (d) to the extent permitted under applicable law, all costs and expenses of collection or enforcement, including but not limited to reasonable attorneys' fees, (each an "Obligation" and collectively, the "Obligations") up to an aggregate amount not to exceed **\$100,000**.

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ARTICLE TWO: COVENANTS, CONDITIONS AND REPRESENTATIONS

2.1. Mortgagor shall (a) timely pay all sums due or to become due under the Agreement in the manner provided therein and, if and as applicable, to pay late charges provided in the Agreement and all other sums secured by this Mortgage; (b) keep the Property in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien, including without limitation junior mortgage liens; (c) pay when due any indebtedness which may be secured by a lien or charge on the Property superior to the lien hereof; and (d) comply with all requirements of law or municipal ordinances with respect to the Property and the use thereof.

2.2. Mortgagor shall pay before any penalty attaches all taxes, assessments and other charges which may be levied or assessed against (i) the Property, (ii) this Mortgage or the obligations hereunder, and/or (iii) Mortgagee's interest in the Property, and deliver to Mortgagee receipts showing timely payment thereof promptly after request therefor by Mortgagee.

2.3. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Property insured against loss or damage occasioned by fire, flood, extended coverage perils, vandalism, malicious mischief and other perils as would be provided in "Broad Form All Risk" property insurance coverage under policies providing for payment by the insurance companies of moneys sufficient to pay the cost of replacing or repairing the same. If requested by Mortgagee, the policies shall contain a standard mortgage clause in favor of Mortgagee and shall name Mortgagee as loss-payee. Mortgagor shall deliver evidence of such insurance to Mortgagee upon request.

2.4. If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, Mortgagee may after giving Mortgagor any notice and opportunity to perform which are required by law, if any, perform the duties or cause them to be performed, including without limitation paying any amount so required under a lien against the Property, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate then permitted by law, from the date of expenditure by Mortgagee to the date of payment by Mortgagor.

2.5. Mortgagor represents and warrants that Mortgagor is the owner of the Property and that Mortgagor has full right, power and authority to enter into, execute and deliver this Mortgage to Mortgagee.

2.6. Mortgagor represents and warrants that during Mortgagor's period of ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action (each a "Hazardous Substance") under any applicable law, regulation, ordinance, code or rule (collectively, "Environmental Laws"). Mortgagor indemnifies and holds harmless Mortgagee, its directors, officers, employees and agents from all loss, cost (including attorneys' fees and legal expenses), liability and damage whatsoever arising out of (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or (ii) the violation or alleged violation of any Environmental Law relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property.

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ARTICLE THREE: DEFAULT AND REMEDIES

3.1. Any of the following events shall be deemed to be an "Event of Default" hereunder:

(a) Failure to make any payment when due in accordance with the terms of the Agreement or this Mortgage.

(b) Failure to perform any of the other terms, covenants and conditions in the Agreement or this Mortgage.

(c) The institution of any proceeding by or against Mortgagor under any bankruptcy, reorganization or insolvency law, code, process or forum, or any elections or rulings with respect to any such proceeding.

3.2. Upon and after any such Event of Default, Mortgagee, at Mortgagee's option, may do any or all of the following: (a) declare each Obligation under this Mortgage immediately due and payable in full; (b) foreclose the Mortgage and sell the Property in any manner permitted by applicable law; and/or (iii) pursue any and all other remedies provided to Mortgagee under this Mortgage, the Agreement or are otherwise available to Mortgagor by statute, in equity or under any applicable law. Failure to exercise these options shall not constitute a waiver of the right to exercise the same in the event of any subsequent Event of Default.

ARTICLE FOUR MISCELLANEOUS

4.1. Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

4.2. This Mortgage applies to, inures to the benefit of, and is binding not only on the parties hereto, but also on their heirs, executors, administrators, successors and assigns.

4.3. This Mortgage may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

4.4. This Mortgage shall be construed according to and governed by the laws of the State of Illinois.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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EXHIBIT A

Legal Description of Real Estate

Insert Legal Description (s)

LOT 94 IN VILLAGE WEST CLUSTER 5, A SUBDIVISION OF A PART OF A PARCEL OF LAND BEING A PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT A POINT, BEING THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 2 WITH THE NORTH AND SOUTH CENTER LINE OF THE NORTHEAST QUARTER; THENCE ALONG SAID CENTERLINE SOUTH 0 DEGREES, 26 MINUTES, 50 SECONDS EAST, 1672.30 FEET TO A POINT, BEING THE POINT, BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 0 DEGREES, 26 MINUTES, 50 SECONDS EAST, 1012.03 FEET TO A POINT IN THE EAST AND WEST CENTERLINE OF SAID SECTION 2; THENCE ALONG SAID CENTERLINE NORTH 89 DEGREES, 59 MINUTES, 49 SECONDS WEST, 1306.44 FEET TO A POINT IN THE EAST RIGHT-OF-WAY OF CENTRAL PARK AVENUE; THENCE ALONG AFORESAID RIGHT-OF-WAY NORTH 9 DEGREES, 31 MINUTES 25 SECONDS WEST, 387.78 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY OF VILLAGE DRIVE; THENCE ALONG AFORESAID RIGHT-OF-WAY NORTH 80 DEGREES, 28 MINUTES, 35 SECONDS EAST, 108.34 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 950 FEET A DISTANCE OF 94.98 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG AFORESAID RIGHT-OF-WAY NORTH 86 DEGREES, 12 MINUTES, 18 SECONDS EAST, 363.28 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 447 FEET A DISTANCE OF 724.65 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG AFORESAID RIGHT-OF-WAY NORTH 6 DEGREES, 40 MINUTES, 48 SECONDS WEST, 75.95 FEET TO A POINT; THENCE LEAVING AFORESAID RIGHT-OF-WAY NORTH 89 DEGREES, 33 MINUTES, 10 SECONDS EAST 443.82 FEET TO THE POINT OF BEGINNING, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 15, 1972, AS DOCUMENT NUMBER 2665716

PIN: **31-02-204-094-0000**

Address: 3467 Golfview Dr.
Hazel Crest, Illinois



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IN WITNESS WHEREOF, and intending to be legally bound, Mortgagor (and Mortgagor's Power of Attorney for Property, if any) has caused this instrument to be signed and delivered as a sealed instrument this 1st day of December, 2010.

MORTGAGOR:

Joan Condon Guilfoyle
Joan C. Guilfoyle, Trust
Print Name: JOAN C. GUILFOYLE, TRUSTEE

If Mortgagor has declared a Power of Attorney for Property who does not hold legal title to the Property, add:

POWER OF ATTORNEY FOR PROPERTY

If more than one person holding title, add:

Print Name: _____

Print Name: _____ *
*executed for the purpose of releasing all homestead exemption rights]

STATE OF ILLINOIS

COUNTY OF Cook

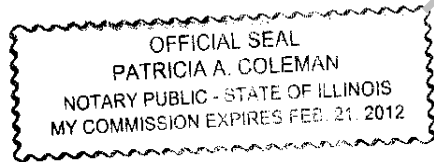
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I, the undersigned, a Notary Public in and to the said County, in the State aforesaid, DO HEREBY CERTIFY that the above-named person(s) Joan Condon Guilfoyle, personally known to me, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 1st day of December, 2010.

Patricia A. Coleman
Notary Public

Commission Expires: 2-21-12



This instrument was prepared by and after recording mail to:

Smith Village
Attn: Executive Director
2320 W113th Place
Chicago, IL 60643

