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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1125545048 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/12/2011 01:55 PM Pg: 1 of 13

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 20-11-206-061-0000

Address:

Street: 4739 S. Dorchester Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60615
~~60637~~

Lender: Charles B. Sklarsky and Elizabeth A. Sklarsky

Borrower: Jacob D. Sklarsky and Mariann McKeever

Loan / Mortgage Amount: \$400,000.00

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: 4FC532A4-525A-4BA6-8410-0C431DB28041

Execution date: 06/06/2011

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MORTGAGE

THIS MORTGAGE (the "**Mortgage**") is made as of this 10th day of June, 2011, between **JACOB D. SKLARSKY AND MARIANN MCKEEVER**, married to each other (hereinafter referred to collectively as "**Mortgagor**"), having an address of 4739 S. Dorchester Ave., Chicago, IL 60637, and **CHARLES B. SKLARSKY AND ELIZABETH A. SKLARSKY** (hereinafter referred to collectively as "**Lender**"), having an address of c/o Jenner & Block LLP, 353 N. Clark St., Chicago, IL 60654.

Mortgagor has executed and delivered to Lender a Promissory Note (as the same may be amended, restated, modified, replaced or renewed, the "**Note**") of even date herewith payable to the order of Lender in the principal sum of FOUR HUNDRED THOUSAND and NO/100 DOLLARS (\$400,000.00), bearing interest and payable as set forth in the Note.

In order to secure the payment of the principal indebtedness under the Note and interest on the principal indebtedness under the Note (and all replacements, renewals and extensions thereof, in whole or in part) according to its tenor, and to secure the payment of all other sums which may be at any time due under the Note or this Mortgage (collectively sometimes referred to herein as "**Indebtedness**"); and to secure the performance and observance of all the provisions contained in this Mortgage or the Note, and to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor **DOES HEREBY MORTGAGE, CONVEY AND WARRANT** unto Lender, its successors and assigns forever, the following described property, rights and interests (which are collectively referred to herein as the "**Premises**"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Land (as hereinafter defined) and not secondarily:

THE LAND located in the County of Cook, State of Illinois (the "**Land**") and legally described on Exhibit "A" attached hereto.

TOGETHER WITH all of Mortgagor's right, title and interest in and to the following: all improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures and personal property of every nature whatsoever now or hereafter owned by Mortgagor and

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located on or used or intended to be used in connection with the Land or the improvements, or in connection with any construction thereon, and owned by Mortgagor, and all of Mortgagor's rights or payments now or hereafter made on such personal property or fixtures by Mortgagor or on his behalf (the "*Improvements*");

TOGETHER WITH all of Mortgagor's right, title and interest in and to the following: all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Land, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, in and to the same;

TOGETHER WITH all of Mortgagor's right, title and interest in and to all income from the Premises to be applied against the Indebtedness, provided, however, that Mortgagor may, so long as no Default (as hereinafter defined) has occurred hereunder, collect income and other benefits as it becomes due, but not more than one (1) month in advance thereof;

TOGETHER WITH all of Mortgagor's right, title and interest in and to all proceeds of the foregoing, including without limitation all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance maintained with respect to the Premises, or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

TO HAVE AND TO HOLD the Premises, unto the Lender, its successors and assigns, forever, for the purposes herein set forth together with all right to possession of the Premises after the occurrence of any Default; the Mortgagor hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Illinois.

MORTGAGOR COVENANTS that he is lawfully seized of the Land, and that he has lawful authority to mortgage the same, and that he will warrant and defend the Land and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay in full when due the Indebtedness and Mortgagor shall timely perform and observe all of the provisions herein and in the Note provided to be performed and observed by Mortgagor, then this Mortgage and the interest of Lender in the Premises shall cease and become void, but shall otherwise remain in full force, and Lender, at Mortgagor's sole cost and expense, shall file a satisfaction and release of this Mortgage in the Cook County Recorder's office.

MORTGAGOR FURTHER AGREES AS FOLLOWS:

1. Performance of Covenants. Mortgagor shall punctually perform and observe all of the requirements of this Mortgage.
2. Maintenance and Repair. Mortgagor shall (i) promptly repair or restore any portion of the Improvements which may become damaged or be destroyed; (ii) keep the Premises

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in good condition and free from waste; (iii) pay all operating costs of the Premises; and (iv) complete, within a reasonable time, any building or other Improvements at any time in the process of erection upon the Premises.

3. Liens, Prohibition. Subject to the provisions of Paragraph 4 hereof, Mortgagor shall not create or suffer or permit any encumbrance to attach to or be filed against the Premises, excepting only (i) the lien of real estate taxes and assessments not due, and, (ii) any liens and encumbrances of Lender.

4. Taxes.

4.1 Payment. Mortgagor shall pay when due all taxes, assessments, and charges of every kind levied or assessed against the Premises or any interest therein or any obligation or instrument secured hereby, and all installments thereof (all herein generally called "*Taxes*"), whether or not assessed against Mortgagor, and Mortgagor shall furnish to Lender copies of receipts therefor on or before the date the same are due; and shall discharge any claim or lien relating to Taxes upon the Premises.

4.2 Contest. Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any such Taxes, provided:

4.2.1 Such contest shall prevent the collection of the Taxes so contested and the sale or forfeiture of the Premises or any part thereof or interest therein to satisfy the same; and

4.2.2 Mortgagor has notified Lender in writing of the intention of Mortgagor to contest the same before any Tax has been increased by any interest, penalties, or costs.

5. Insurance Coverage. Mortgagor shall continuously maintain policies of insurance in form and in amounts, and issued by such companies, as may reasonably be required by Lender (the "*Insurance Policies*").

6. Insurance Policies. All Insurance Policies shall be in form and with companies reasonably satisfactory to Lender. All Insurance Policies shall (i) include, when available, non-contributing mortgagee endorsements in favor of and with loss payable to Lender, as its interest may appear, (ii) include standard waiver of subrogation endorsements, (iii) provide that the coverage shall not be terminated or materially modified without thirty (30) days' advance written notice to Lender, and (iv) provide that no claims shall be paid thereunder without ten (10) days' advance written notice to Lender. Mortgagor will deliver all Insurance Policies, premium prepaid or certificates thereof, to Lender and will deliver renewal or replacement policies or certificates thereof at least thirty (30) days prior to the date of expiration of any policy.

7. Proceeds of Insurance. Mortgagor will give Lender prompt notice of any loss or damage to the Premises, and:

7.1 In case of loss covered by Insurance Policies, Lender (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be)

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is hereby authorized at its option either (i) to settle and adjust any claim under such policies without the consent of Mortgagor, or (ii) to allow Mortgagor to settle or adjust such claims; provided that Mortgagor may itself adjust losses aggregating not in excess of One Hundred Thousand Dollars (\$100,000) if such adjustment is carried out in a competent and timely manner. The expenses incurred by Lender in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness and Mortgagor shall reimburse Lender for such expense upon demand.

7.2 In the event of any insured damage to the Premises (herein called an "*Insured Casualty*"), and if, in the reasonable judgment of Mortgagor, the Premises can be restored to an economic unit not less valuable than the same was prior to the Insured Casualty, then, if Mortgagor shall not be in Default hereunder, the proceeds of insurance shall be applied to reimburse Mortgagor for the cost of restoring or repairing the Premises, as provided for in Paragraph 8 hereof; and Mortgagor shall diligently restore or repair the Premises; provided that Mortgagor shall pay all costs of such restoring or repairing in excess of the net proceeds of insurance made available pursuant to the terms hereof.

7.3 Except as provided in Paragraphs 7.1 and 7.2, Lender may apply the proceeds of insurance consequent upon any Insured Casualty upon the Indebtedness in such order as Lender may elect; provided, however, that such application of proceeds shall not be considered a voluntary prepayment of the Note which would require the payment of any prepayment premium.

7.4 Whether or not proceeds of insurance are made available to Mortgagor for the restoring or repairing of the Premises, Mortgagor shall restore or repair the same to be of at least equal value and of substantially the same character as prior to such damage in accordance with plans and specifications to be approved in advance by Lender.

8. Disbursement of Insurance Proceeds. Insurance proceeds held by Lender for restoration or repairing of the Premises shall be disbursed from time to time upon Mortgagor furnishing Lender with (i) evidence satisfactory to it of the estimated cost of the restoration or repair, (ii) funds sufficient in addition to the proceeds of insurance, to fully pay for the restoration or repair, and (iii) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and such other evidences of cost, payment and performance as Lender may require and approve. No payment made prior to the final completion of the restoration or repair shall exceed ninety percent (90%) of the value of the work performed from time to time, as such value shall be determined by Lender in its exclusive judgment; funds other than insurance proceeds shall be disbursed prior to disbursement of such proceeds; and at all times the undisbursed balance of such proceeds remaining in the hands of Lender, together with funds deposited or irrevocably committed, to the satisfaction of Lender, by or on behalf of Mortgagor to pay the cost of such repair or restoration shall be at least sufficient in the reasonable judgment of Lender to pay the entire unpaid cost of the restoration or repair free and clear of all liens or claims for lien. Any surplus of insurance proceeds held by Lender after payment of such costs of restoration or repair shall be paid to Mortgagor provided Mortgagor is not in default hereunder. No interest shall be allowed to Mortgagor on account of any proceeds of insurance or other funds held by Lender.

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9. Condemnation and Eminent Domain. All awards (the "*Awards*") made to the owner of the Premises, by any governmental or other lawful authority for the taking, by condemnation or eminent domain, of all or any part of the Premises, are hereby assigned by Mortgagor to Lender. Lender is hereby authorized to give appropriate acquittances thereof. Mortgagor shall immediately notify Lender of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting the Premises and shall deliver to Lender copies of any papers served in connection with any such proceedings. Mortgagor shall make and deliver to Lender, at any time upon request, free of any encumbrance, all further assignments and other instruments deemed necessary by Lender for the purpose of assigning all Awards to Lender. If any portion of or interest in the Premises is taken by condemnation or eminent domain, either temporarily or permanently, and the remaining portion of the Premises is not, in the reasonable judgment of Mortgagor, a complete economic unit having equivalent value to the Premises as it existed prior to the taking, then, at the option of Lender, the entire Indebtedness shall immediately become due. After deducting from the Award for such taking all of its expenses incurred in the collection and administration of the Award, including attorney's fees, Lender shall be entitled to apply the net proceeds toward repayment of such portion of the Indebtedness as it deems appropriate without affecting the lien of this Mortgage. In the event of any partial taking of the Premises or any interest in the Premises, which, in the reasonable judgment of Mortgagor leaves the Premises as a complete economic unit having equivalent value to the Premises as it existed prior to the taking, and provided no Default has occurred and is then continuing, the Award shall be applied to reimburse Mortgagor for the cost of restoration and rebuilding the Premises in accordance with plans, specifications and procedures approved by Lender, and such Award shall be disbursed in the same manner as is hereinabove provided for the application of insurance proceeds, provided that any surplus after payment of such costs shall be applied on account of the Indebtedness. If the Award is not applied for reimbursement of such restoration costs, the Award shall be applied against the Indebtedness, in such order or manner as Lender shall elect.

10. Restrictions on Transfer. Mortgagor shall not, without the prior written consent of Lender, effect, suffer or permit any sale or transfer of any of the following properties, rights or interests, which shall constitute a "*Prohibited Transfer*":

10.1 The Premises or any part thereof or interest therein; or

10.2 All or any portion of the beneficial interest or power of direction in or to the trust under which Mortgagor is acting, if Mortgagor is a Trustee;

in each case whether any such sale or transfer is effected directly, indirectly, voluntarily or involuntarily, by operation of law, gift, testamentary disposition or otherwise; provided, however, that the foregoing provisions of this Paragraph 10 shall not apply (i) to liens securing the Indebtedness, or (ii) to the lien of current taxes and assessments not in default.

11. Defaults. If one or more of the following events (herein called "*Defaults*") shall occur:

11.1 If Mortgagor shall, after the expiration of any applicable grace periods, fail to make payments of amounts owed under the Note or this Mortgage when due;

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11.2 If any default shall, after the expiration of any applicable grace periods, exist under any other document or instrument regulating, evidencing, securing or guarantying any of the Indebtedness;

11.3 A Prohibited Transfer;

11.4 If default shall continue for thirty (30) days after notice thereof by Lender to Mortgagor in the punctual performance or observance of any other agreement or condition herein contained;

11.5 If (and for the purpose of this subparagraph 11.5 only, the term Mortgagor shall mean not only Mortgagor, but also each person who, as guarantor, co-maker or otherwise, shall be or become liable for any part of the Indebtedness or any of the agreements contained herein):

11.5.1 Mortgagor shall file a voluntary petition in bankruptcy or for relief under the Federal Bankruptcy Act or any similar state or federal law;

11.5.2 Mortgagor shall file a pleading in any proceeding admitting insolvency;

11.5.3 Within sixty (60) days after the filing against Mortgagor of any involuntary proceeding under the Federal Bankruptcy Act or similar state or federal law, such proceedings shall not have been vacated;

11.5.4 A substantial part of Mortgagor's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within sixty (60) days;

11.5.5 Mortgagor shall make an assignment for the benefit of creditors or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises; or

11.5.6 Any order appointing a receiver, trustee or liquidator of Mortgagor or all or a major part of Mortgagor's property or the Premises which is not vacated within ninety (90) days following the entry thereof;

then Lender may, at its option and without affecting the lien hereby created or the priority of said lien or any other right of Lender hereunder, to declare, without further notice, all Indebtedness to be immediately due with interest thereon at the Default Rate (as defined below), whether or not such Default be thereafter remedied by Mortgagor, and Lender may immediately proceed to foreclose this Mortgage and to exercise any right provided by this Mortgage, the Note or otherwise.

12. Foreclosure. When the Indebtedness shall become due, whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof in accordance with the Illinois law and to exercise any other remedies of Lender provided in the Note, this Mortgage or which Lender may have at law, at equity or otherwise. In any suit to foreclose the lien hereof,

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there shall be allowed and included as additional Indebtedness in the decree of sale, all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Premises, and any other expenses and expenditures which may be paid or incurred by or on behalf of Lender and permitted by law to be included in such decree. All expenditures and expenses of the nature mentioned in this paragraph 12, and such other reasonable expenses and fees as may be incurred in the protection of the Premises and rents and income therefrom and the maintenance of the lien of this Mortgage including the reasonable fees of any attorney employed by Lender in any litigation or proceedings affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Indebtedness and shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate until paid.

13. Right of Possession. When the Indebtedness shall become due, whether by acceleration or otherwise, or if Lender has a right to institute foreclosure proceedings, Mortgagor shall, forthwith upon demand of Lender, surrender to Lender, and Lender shall be entitled to be placed in possession of the Premises as provided by applicable law and Lender, in its discretion and pursuant to court order, may reasonably, by its agent or attorneys, enter upon and take and maintain possession of all or any part of the Premises. Without limiting the generality of the foregoing, Lender shall have all power, authority and duties as provided by applicable law. Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the actual taking of possession of the Premises.

14. Receiver. Upon the filing of a complaint to foreclose this Mortgage or at any time thereafter, the court in which such complaint is filed may appoint upon petition of Lender, and at Lender's sole option, a receiver of the Premises pursuant to law. Such appointment may be made either before or after sale, without notice, without regard to 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, and Lender hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by law.

15. Foreclosure Sale. Except to the extent otherwise required by law, the proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, all items which under the terms hereof constitute Indebtedness additional to the principal and interest evidenced by the Note in such order as Lender shall elect with interest thereon as herein provided; and second, all principal and interest remaining unpaid on the Note in such order as Lender shall elect; and lastly any surplus to Mortgagor and his successors and assigns, as their rights may appear.

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16. Insurance During Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any Insurance Policy, if not applied in rebuilding or restoring the Improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance shall be paid as the court may direct. The foreclosure decree may provide that the mortgagee's clause attached to each of the casualty Insurance Policies may be canceled and that the decree creditor may cause a new loss clause to be attached to each of said casualty Insurance Policies making the loss thereunder payable to said decree creditors. The foreclosure decree may further provide that in the case of one or more redemptions under said decree, each successive redeemer may cause the preceding loss clause attached to each casualty Insurance Policy to be cancelled and a new loss payable clause to be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, Lender may, without the consent of Mortgagor, assign any Insurance Policies to the purchaser at the sale, or take such other steps to protect the interest of such purchaser.

17. Lender's Performance of Mortgagor's Obligations. In case of Default, either before or after acceleration of the Indebtedness or the foreclosure of the lien hereof and during the period of redemption, if any, Lender may, but shall not be required to, make any payment or perform any act herein required of Mortgagor (whether or not Mortgagor is personally liable therefor) in any form and manner deemed expedient to Lender. All monies paid, and all reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, shall be so much additional Indebtedness, whether or not the Indebtedness, as a result thereof, shall exceed the face amount of the Note, and shall become immediately due and payable on demand, and with interest thereon at the Default Rate specified in the Note (the "**Default Rate**"). Inaction of Lender shall not be a waiver of any right accruing to it on account of any Default nor shall the provisions of this paragraph 17 or any exercise by Lender of its rights hereunder prevent any default from constituting a Default.

18. Rights Cumulative. Each right herein conferred upon Lender is cumulative and in addition to every other right provided by law or in equity, and Lender may exercise each such right in any manner deemed expedient to Lender. Lender's exercise or failure to exercise any right shall not be deemed a waiver of that right or any other right or a waiver of any default. Except as otherwise specifically required herein, Lender is not required to give notice of its exercise of any of its rights under this Mortgage.

19. Obligations Of Persons Under This Mortgage. If more than one person signs this Mortgage, each person is fully and personally obligated to keep all of the promises made in this Mortgage, including the promise to pay the full amount owed. The Lender may enforce his rights under this Mortgage against each person individually or against all persons together. This means that either one of the Mortgagors may be required to pay all of the amounts owed under this Mortgage.

20. Successors and Assigns.

20.1 Holder of the Note. This Mortgage and each provision hereof shall be binding upon Mortgagor and his successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest

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therein), and shall inure to the benefit of Lender and his successors and assigns. Wherever herein Lender is referred to, such reference shall be deemed to include the holder from time to time of the Note; and each such holder of the Note shall have all of the rights afforded hereby and may enforce the provisions hereof, as fully as if Lender had designated such holder of the Note herein by name.

20.2 Covenants Run with Land; Successor Owners. All of the covenants of this Mortgage shall run with the Land and be binding on any successor owners of the Land. If the ownership of Premises or any portion thereof becomes vested in a person other than Mortgagor, Lender may, without notice to Mortgagor, deal with such person with reference to this Mortgage and the Indebtedness in the same manner as with Mortgagor without in any way releasing Mortgagor from his obligations hereunder. Mortgagor will give immediate written notice to Lender of any conveyance, transfer or change of ownership of the Premises, but nothing in this Paragraph shall vary the provisions of Paragraph 10 hereof.

21. Effect of Extensions and Amendments. If the payment of the Indebtedness shall be extended or varied, all persons at any time liable therefor, or interested in the Premises, shall be held to assent to such extension or variation, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Lender, notwithstanding any such extension or variation. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any part thereof or any interest therein, shall take the said lien subject to the rights of Lender to amend, modify, extend or release the Note, this Mortgage or any other document or instrument evidencing, securing or guarantying the Indebtedness, in each case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

22. Future Advances. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures as part of the Indebtedness the payment of all loan commissions, service charges, liquidated damages, attorney's fees, expenses and advances due to or incurred by Lender in connection with the Indebtedness, all in accordance with the Note and this Mortgage; provided, however, that in no event shall the total amount of the Indebtedness, including loan proceeds disbursed plus any additional charges, exceed two hundred percent (200%) of the face amount of the Note. All such advances are intended by the parties hereto to be a lien on the Premises from the time this Mortgage is recorded, as provided in the Act.

23. Subrogation. If any part of the Indebtedness is used directly or indirectly to satisfy, in whole or in part, any prior encumbrance upon the Premises or any part thereof, then Lender shall be subrogated to the rights of the holder thereof in and to such other encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

24. Governing Law. The place of negotiation, execution, and delivery of this Mortgage and the location of the Property being the State of Illinois, this Mortgage shall be construed and enforced according to the laws of that State, without reference to the conflicts of law principles of that State.

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25. Time of the Essence. Time is of the essence of the Note, this Mortgage, and any other document or instrument evidencing or securing the Indebtedness.

26. Captions and Pronouns. The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

27. Notices. Any notice or other communication which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given when (i) personally delivered, (ii) upon receipt if sent by a nationally recognized overnight courier addressed to a party at its address set forth herein, or (iii) on the second business day after being deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth herein, or to such other address as the party to receive such notice may have designated to the other party by notice in accordance herewith.

[SIGNATURE PAGE FOLLOWS]

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This Mortgage has been duly executed by the Mortgagor as of the date first above-written and is intended to be effective as of the date first above written.

MORTGAGOR:



JACOB D. SKLARSKY


MARIANN MCKEEVER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Jacob D. Sklarsky and Mariann McKeever, married to each other, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 6 day of June, 2011.


Notary Public



THIS INSTRUMENT WAS PREPARED BY
AND UPON RECORDING, RETURN TO:

Charles B. Sklarsky
Jenner & Block LLP
353 N. Clark St.
Chicago, IL 60654-3456

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EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN KENWOOD GATEWAY, BEING A RESUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 20-11-206-061

Commonly Known As: 4739 S. Dorchester Ave., Chicago, IL 60637¹⁵

Property of Cook County Clerk's Office