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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1126522032 Fee: \$56.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/22/2011 09:57 AM Pg: 1 of 10

Report Mortgage Fraud
800-632-8765

The property identified as: PIN: 13-03-221-021-0000

Address:

Street: 6144 N Kedvale

Street line 2:

City: Chicago

State: IL

ZIP Code: 60646

Lender: Jean R. Dolan

Borrower: Carolyn D. O'Brien

Loan / Mortgage Amount: \$300,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

Certificate number: C53D14ED-BF64-4EC9-97EF-8AFA3B0BE2E0

Execution date: 07/15/2011

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MORTGAGE

THIS INDENTURE, made between JEAN R. DOLAN, as trustee of the JEAN R. DOLAN Declaration of Trust dated June 4, 1998, herein referred to as "Mortgagee", and CAROLYN D. O'BRIEN, a single woman, herein referred to as "Mortgagor," witnesseth:

THAT WHEREAS, the Mortgagor is justly indebted to the Mortgagee upon a Principal Note of even date herewith in the principal sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) payable to the order of and delivered to the Mortgagee, in and by which Note the Mortgagor promises to pay the said principal sum or so much thereof as may be advanced from time to time, and interest at the rate in said Note, with a final payment of the balance due on the sale or transfer of the property or as stated in the Principal Note and all of said principal and interest are made payable at such place as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at 2009 Harrison, Evanston, Illinois.

NOW, THEREFORE, the Mortgagor to secure to the Mortgagee the repayment of the indebtedness by the Note, with interest thereon, the payment of all other sums with interest thereon, in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents MORTGAGE, CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's 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:

Lot 4 in Block 14 in Krenn and Dato's Crawford and Peterson Addition to North Edgewater being a subdivision of the Northeast fractional $\frac{1}{4}$ (except the North 42 rods thereof) and the fractional Southeast $\frac{1}{4}$ of Section 3, Township 40 North, Range 13, East of the Third Principal Meridian, lying North of Indian Boundary Line (except from the above described tract of land that part thereof that lies South of a line that is 100.00 feet North and parallel to the South line of Peterson Avenue (except the right of way of the Chicago and Northwestern Railroad Company) in Cook County, Illinois.

Common address: 6144 N. Kedvale, Chicago, Illinois 60646
PIN: 13-03-221-021

(hereinafter the "property")

TOGETHER with all improvements, tenements, easements and appurtenances thereof belonging, and all rents, issues and profits thereof for so long and during all such times now or hereafter erected or acquired as Mortgagor may be entitled thereof (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus or equipment now or hereafter therein used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, shall be considered as constituting part of the real estate.

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

The record owner is CAROLYN D. O'BRIEN. The Mortgagor covenants that the Mortgagor is lawfully

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RD

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seized of the estate hereby conveyed and has the right to Mortgage, Convey and Warrant the property, and that the property is unencumbered, except for encumbrances of record. Mortgagor covenants that the Mortgagor warrants and will defend the title to the property against all claims and demands, subject to encumbrances of record.

This Mortgage consists of nine (9) pages. The covenants, conditions and provisions appearing on page 3-9 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagor, her heirs, successors and assigns.

Mortgagor hereby waives, to the extent authorized by law, any and all right of homestead and other exemption rights which would otherwise apply to the debt set out herein.

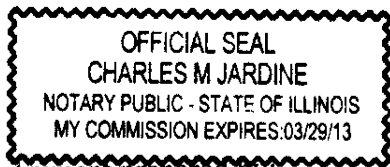
Witness the hand and seal of Mortgagor the 15th day of July, 2011.

Carolyn D O'Brien
CAROLYN D. O'BRIEN

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DOHEREBY CERTIFY that CAROLYN D. O'BRIEN, a single woman, 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 a 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 15th day of July, 2011.



[Signature]
Notary Public

This instrument prepared by:

CHARLES M. JARDINE
15 Spinning Wheel Road, #225
Hinsdale, IL 60521

Mail instrument to:

CHARLES M. JARDINE
15 Spinning Wheel Road, #225
Hinsdale, IL 60521

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ABOVE

1. Mortgagor shall promptly pay when due the principal and interest indebtedness evidenced by the Note and the late charges as provided in the Note.
2. Unless applicable law provides otherwise, all payments received by Mortgagee under the Note and this Mortgage shall be applied by Mortgagees first in payment of amounts payable to Mortgagee by Mortgagor to interest payable on the Note, and then to the principal on the Note.

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3. Mortgagor shall perform all Mortgagor' obligations under any Mortgage, deed of trust or other security over this Mortgage, including Mortgagor' covenants to make payments when due.
4. Mortgagor shall (1) excluding the building(s) or structure(s) demolished by the Mortgagor pursuant to the Agreement for Demolition between Mortgagor and Mortgagee, promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinate to a lien hereof; (3) 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 the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection, construction, alternation, repair or rehabilitation upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises except as required by law or municipal ordinance with out the prior consent of Mortgagee.
5. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges, including but not limited to leases and ground rents, against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
6. 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 Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the law relating to the taxation of mortgages or debts secured by Mortgagee or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then and in any such event the Mortgagor upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
7. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or become due in respect of the issuance of the Note hereby secured, the Mortgagor covenant and agree to pay such tax in the manner required by any such law. The Mortgagor further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by the reasons of imposition of any tax on the issuance of the Note secured hereby.
8. At such time as the Mortgagor are not in default either under the terms of the Note

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secured hereby or under the terms of this Mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of said Note (in addition to the required payments) as may be provided in said Note.

9. Eminent Domain

(A) Any and all awards heretofore or hereafter made or to be made to the present and all subsequent owners of the premises, by any governmental or other lawful authority for taking, by condemnation or eminent domain, the whole or any part of the premises or any improvement located thereon or any tenements, easements therein or appurtenances thereto (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, which award Mortgagee is hereby authorized to collect and receive from the condemnation authorities, and Mortgagee is hereby authorized to give appropriate receipts and acquittances therefor, and Mortgagee may use or apply the proceeds of such award or awards, at its option, as follows: (a) as a credit upon any of the indebtedness secured hereby; or (b) deliver the same to the Mortgagor. Mortgagor covenant and agree that Mortgagor will give Mortgagee immediate notice of the actual and threatened commencement of any such proceedings under condemnation or eminent domain, affecting all or any part of the said premises or any tenements, easements therein or appurtenances thereto, including severance and consequential damage and change in grade of streets and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further covenant and agree to make, execute, and deliver to Mortgagee, at any time or times upon request, free, clear, and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. At Mortgagee's option, any such award may be applied to restoring the improvements, in which event the same shall be paid out in the same manner as is provided in Subsection (A) of this paragraph.

(B) Application of Eminent Domain Proceeds. Notwithstanding any provision herein to the contrary and in particular Subsection (A) of this paragraph, in the event of any damage or taking as therein described by eminent domain of less than the entire mortgaged premises, it is hereby agreed the Mortgagee shall make available the proceeds of any award received in connection with and in compensation for any such damage or taking for the purpose of rebuilding and restoring so much of the improvements within the premises affected thereby, subject to the following conditions: (a) that Mortgagor are not then in default under any of the terms, covenants and conditions hereof; (b) that all then existing leases affected in any way by such damage or taking shall continue in full force and effect without reduction or abatement of rental (except during the period of untenability); (c) that Mortgagee shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditure of such money will be fully restored, free and clear of all liens, except as to the lien of this Mortgage; (d) that in the event such award shall be insufficient to restore or rebuild the said improvements, Mortgagor shall deposit promptly with Mortgagee the amount of such deficiency, which, together with the award proceeds, shall be sufficient to restore and rebuild the said premises; (e) that in the event Mortgagor shall fail within a reasonable time, subject to delays

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beyond their control, to restore or rebuild the said improvements, Mortgagee, its option, may restore or rebuild the said improvements for or on behalf of the Mortgagor and for such purpose may do all necessary acts including using said funds deposited by Mortgagor as aforesaid; (f) that the excess of said award not necessary for completing such restoration shall be applied as hereinbefore provided as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby. In the event any of the said conditions are not or cannot be satisfied, then the alternate disposition of such award as provided herein shall again become applicable. Under no circumstances shall Mortgagee become personally liable for the fulfillment of the terms, covenants and conditions contained in any of the said leases nor obligated to take any action to restore the said improvements.

10. **Acknowledgment of Debt**

Mortgagor shall furnish from time to time within fifteen (15) days after Mortgagee's request, a written statement, duly acknowledged, of the amount due upon this Mortgage and whether any alleged offsets or defenses exist against the indebtedness secured by this Mortgage.

11. In case of default therein, Mortgagee may, but need not, make any payment or perform any act herein before required of Mortgagor 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, and, if any action is commenced, upon notice to Mortgagor, may make appearances, disburse such sums, including but not limited to reasonable attorney's fees, and take such action as is necessary to protect Mortgagee's interest. 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 Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor.

12. The Mortgagor making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry 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.

13. Mortgagor shall pay each item of Mortgage herein mentioned, including but not limited to the indebtedness evidenced by the Note, both principal and interest, when due according to the terms hereof and of the Note. At the option of the Mortgagee and without notice to Mortgagor all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) upon the failure of Mortgagor to punctually pay when due, any installment of principal or interest due under the Mortgage Note, or (b) when default shall occur and continue for ten (10) days in the performance of any other agreement of the Mortgagor herein contained or contained in the Mortgage Note.

14. The following events, in addition to any others specified herein, shall constitute a default

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in the terms of this Mortgage:

(a) Discovery by the Mortgagee of any material misrepresentation or falsity in any representation, statement, affidavit, certificates, exhibit or instrument given or delivered by Mortgagor, to the Mortgagee in connection with the making of this Mortgage; or,

(b) The bankruptcy, reorganization, dissolution of Mortgagor, exchange, disposition, refinancing, or sale under foreclosure of the property; or,

(c) The acquisition in whole or in part, voluntary or involuntary, of title, the beneficial interest, or the equity of redemption in the property by any party other than Mortgagor except where such transfer is approved in writing by the Mortgagee and the transferee assumes the obligations of this Mortgage and the Mortgage Note and the conditions contained within both.

(d) Any change in the form of ownership of the subject property or any portion thereof or any change in partner in the partnership without prior written consent of Mortgagee; or,

15. When the indebtedness hereby secured shall be due, whether by acceleration or otherwise, Mortgagee 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 Mortgagee of attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication 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, Torrens certificates, and similar data and assurances with respect to title as Mortgagee 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 the true condition of the title to or the value of the premises. 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 the highest rate now permitted by Illinois law (or in the absence of such limit at 12%), when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgage 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 foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

16. 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 Mortgagor, their heirs, legal representatives or assigns, as their rights may appear.

17. Upon or at any time 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

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be made either before or after sale, without notice, without regard to the 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 the Mortgagee may be appointed as such receiver. Such receiver shall give power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and in case of 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 Mortgagor, 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: (1) 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; (2) the deficiency in case of a sale and deficiency.

18. 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 action at law upon the note hereby secured.

19. The Mortgagee shall have the right to inspect or may cause the inspection of the premises at all reasonable times and access thereto shall be permitted for that purpose.

20. If the payment of said indebtedness 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 therefor, 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 the Mortgagee, notwithstanding such extension, variation or release.

21. Mortgagee shall release this Mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

22. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the Mortgage Note or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

23. 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 of the Note conflicts with applicable law, such conflict shall not affect other provisions of this

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Mortgage or of the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage and the Note are declared to be severable.

24. Upon Mortgagor' 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 the acceleration shall give notice to Mortgagor specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 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 secured by this Mortgage foreclosure by judicial proceeding, and sale of 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 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 collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts and title reports.

25. Notwithstanding Mortgagee's acceleration of the sums secured by this Mortgage due to Mortgagor' breach, Mortgagor shall have the right to have any proceedings begun by Mortgagor to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pay Mortgagee all sums which would be then due under this Mortgage and Note had no acceleration occurred; (b) Mortgagor cure all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pay all reasonable expenses 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 11 hereof, including, but not limited to, reasonable attorney's fees; and (d) Mortgagor take such action as Mortgagor may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the property and Mortgagor' obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

26. As additional security hereunder, Mortgagor hereby assign to Mortgagee the rents of the property, provided that Mortgagor shall, prior to acceleration under this Mortgage hereof or abandonment of the property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under this Mortgage or abandonment of the property, Mortgagor 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 the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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27. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or affordable by law or equity and maybe exercised concurrently, independently or successively.

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