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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1202644044

Doc#: 1202644044 **Fee:** \$50.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/26/2012 12:27 PM Pg: 1 of 7

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 01-13-203-007-0000

Address:

Street: 2011 Abbotsford Drive

Street line 2:

City: Inverness

State: IL

ZIP Code: 60010

Lender: John G Campbell and Geraldine V Campbell

Borrower: JM & J Enterprises

Loan / Mortgage Amount: \$430,040.00

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.

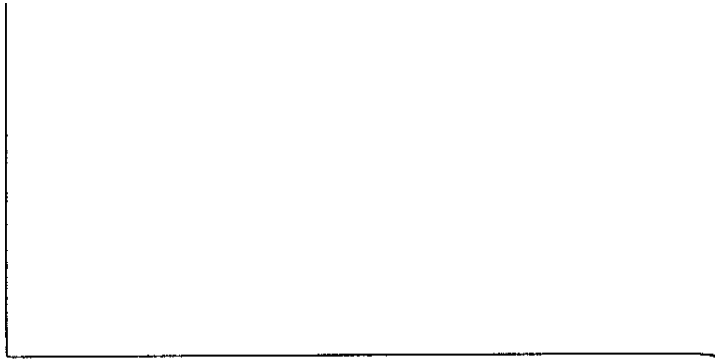
Certificate number: 4714EC92-BD18-4E40-906F-7999E2B80BA7

Execution date: 01/13/2012

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DOCUMENT PREPARED BY
AND AFTER RECORDING
TO BE RETURNED TO:

Howard M. Hoff
835 McClintock Drive
Second Floor
Burr Ridge, IL 60527-0860



(For Recorder's Use Only)

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE is dated January 13, 2012, between John G. Campbell and Geraldine V. Campbell, husband and wife, (hereinafter referred to as "Mortgagor"), and J.M. & J Enterprises, an Ohio general partnership, John C. McNeil and Jeanne McNeil (hereinafter collectively referred to as "Mortgagee").

WITNESSETH:

WHEREAS, John G. Campbell is justly and truly indebted to Mortgagee in the principal sum of Four Hundred Thirty Thousand Forty and 00/100 Dollars (\$430,040.00), as evidenced by the following Cognovit Promissory Notes of even date herewith and payable to the order of Mortgagee:

1. Note in the principal amount of Two Hundred Seventy-five Thousand Five Hundred Dollars (\$275,500.00);
2. Note in the principal amount of One Hundred Fifty-four Thousand Five Hundred and Forty Dollars (\$154,540.00)

Pursuant to said Cognovit Promissory Notes whereby John G. Campbell promises to pay said principal sum together with interest thereon prior to maturity at the rate per annum set forth therein at the times therein provided, with a final maturity of all principal and interest not required to be sooner paid on October 1, 2016 (said notes and any and all notes issued in renewal thereof or in substitution or replacement therefor being hereinafter collectively referred to as the "Note").

NOW, THEREFORE, to secure the payment of the principal of and interest on the Note as and when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), and the observance and performance of all covenants and agreements contained herein or in the Note or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities being hereinafter collectively referred to as the "indebtedness hereby secured"), Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto Mortgagee, its successors and assigns, and grant to Mortgagee, its successors and assigns, a security interest in

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that certain real estate lying and being in the Village of Barrington, County of Cook and State of Illinois more particularly described in Schedule I attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Mortgaged Premises and the properties, rights and privileges hereby granted, bargained, sold, conveyed, mortgaged, warranted, pledged and assigned, and in which a security interest is granted, or intended so to be, unto Mortgagee, its successors and assigns, forever; provided, however, that this instrument is upon the express condition that if the principal of and interest on the Note shall be paid in full and all other indebtedness hereby secured shall be fully paid, performed and discharged, then this instrument and the estate and rights hereby granted shall cease, determine and be void and this instrument shall be released by Mortgagee upon the written request and at the expense of Mortgagor, otherwise to remain in full force and effect.

Mortgagor hereby covenants and agrees with Mortgagee as follows:

1. Payment of the Indebtedness. The indebtedness hereby secured will be promptly paid as and when the same becomes due.
2. Further Assurances. Mortgagor will execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectively the purpose of this instrument.
3. Possession. While Mortgagor is not in default hereunder, Mortgagor shall be suffered and permitted to remain in full possession, enjoyment and control of the Mortgaged Premises, subject always to the observance and performance of the terms of this instrument.
4. Payment of Taxes. Mortgagor shall pay before any penalty attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges of any kind whatsoever, ordinary and extraordinary, which may be levied, assessed, imposed or charged on or against the Mortgaged Premises or any part thereof and which, if unpaid, might by law become a lien or charge upon the Mortgaged Premises or any part thereof, and shall, upon written request, exhibit to Mortgagee official receipts evidencing such payments, except that, unless and until foreclosure, distraint, sale or other similar proceedings shall have been commenced, no such charge or claim need be paid if being contested (except to the extent any full or partial payment shall be required by law), after notice to Mortgagee, by appropriate proceedings which shall operate to prevent the collection thereof or the sale or forfeiture of the Mortgaged Premises or any part thereof to satisfy the same, conducted in good faith and with due diligence.
5. Insurance. Mortgagor will, at its expense, keep all buildings, improvements, equipment and other property now or hereafter constituting part of the Mortgaged Premises insure against loss or damage by fire, lightning, windstorm, explosion and such other risks as are usually included under extended coverage policies, or which are usually insured against by owners of like property, in amount sufficient to prevent Mortgagor or Mortgagee from becoming a co-insurer of any partial loss under applicable policies and in any event not less than the then full insurable value (actual replacement value without deduction for physical depreciation) thereof, as determined at the request of Mortgagee and at Mortgagor's expense by the insurer or insurers or by an expert approved

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by Mortgagee, all under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the usual standard non-contributor form of mortgage clause to be attached to each policy. Mortgagor shall also obtain and maintain public liability and property damage in each case in form and content satisfactory to Mortgagee and in amounts as are customarily carried by owners of like property and approved by Mortgagee. All insurance required hereby shall be maintained with good and responsible insurance companies satisfactory to Mortgagee and shall not provide for any deductible amount not approved in writing by Mortgagee, shall provide that any losses shall be payable notwithstanding any act or negligence of Mortgagor, shall provide that no cancellation thereof shall be effective until at least thirty (30) days after receipt by Mortgagor and Mortgagee of written notice thereof, and shall be satisfactory to Mortgagee in all other respects. Upon the execution of this Mortgage and thereafter not less than fifteen (15) days prior to the expiration date of any policy delivered pursuant to this instrument, Mortgagor will deliver to Mortgagee originals of any policy or renewal policy, as the case may be, required by this instrument, bearing notations evidencing the payment of all premiums.

6. Liens and Encumbrances. Mortgagor will not, without the prior written consent of Mortgagee, directly or indirectly, create or suffer to be created or to remain and will discharge or promptly cause to be discharged any mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to, the Mortgaged Premises or any part thereof, whether superior or subordinate to the lien hereof, except for this instrument.

7. Events of Default. Any one or more of the following shall constitute an event of default hereunder:

(a) Default in the payment, when due (whether by lapse of time, acceleration, or otherwise), of the principal of or interest on the Note or of any other indebtedness hereby secured; or

(b) Default for more than thirty (30) days after written notice from Mortgagee to Mortgagor specifying such default in the observance or compliance with any terms or provisions of this Mortgage or the Note.

8. Remedies. When an event of default has happened and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagor from complying with the terms of this instrument and of the adequacy of the security for the Note) and in addition to such other rights as maybe available under applicable law, but subject at all times to any mandatory legal requirements:

(a) Acceleration. Mortgagee may, by written notice to Mortgagor, declare the Note and all unpaid indebtedness of Mortgagor hereby secured, including any interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable.

(b) Foreclosure. Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder (i) by any action of law, suit in equity or other appropriate proceedings, whether for the

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specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Mortgage.

9. Costs and Expenses of Foreclosure. 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 for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as the items to be expended after the entry of the decree) of procuring all such title searches and examination, guarantee policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Premises, all of which expenditures shall become so much additional indebtedness hereby secured which Mortgagor agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the rate applicable to the Note at the time of expenditure.


10. Application of Proceeds. The proceeds of any foreclosure sale of the Mortgaged Premises or of any sale of property pursuant to Section 19(b) hereof shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings including all such items as are mentioned in Section 19(b) and 21 hereof; Second, to all other items which under the terms hereof constitute indebtedness hereby secured in addition to that evidenced by the Note with interest thereon as herein provided; Third, to all principal of and interest on the Note with any overplus to whomsoever shall be lawfully entitled to same.

11. Notices. All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or mailed by first class mail, postage prepaid, addressed to the parties hereto at their addresses as set forth below or to such other and different address as Mortgagor or Mortgagee may designate pursuant to a written notice sent in accordance with the provisions of this Section:

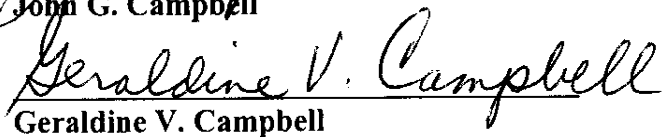
If to Mortgagor, to: John G. Campbell
2011 Abbotsford Drive
Barrington, IL 60010

If to Mortgagee, to: John McNeill
6860 Kings Way
Hudson, Ohio 44236

IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed and sealed the day and year first above written.



John G. Campbell



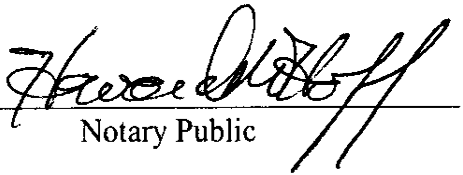
Geraldine V. Campbell

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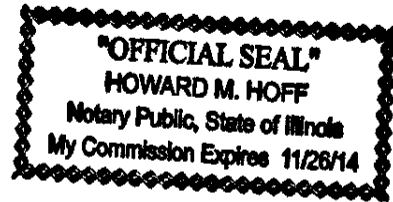
STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS.

I, Howard M. Hoff, a Notary Public in and for the County and State aforesaid, do hereby certify that John G. Campbell and Geraldine V. Campbell, husband and wife, whose names are subscribed to the foregoing Mortgage and Security Agreement, personally appeared before me this day in person and acknowledged that they signed and delivered said Mortgage and Security Agreement as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13 day of January, 2012.



 Notary Public



Property of Cook County Clerk's Office

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SCHEDULE I TO MORTGAGE AND SECURITY AGREEMENT

LEGAL DESCRIPTION

LOT 19 IN CHEVIOT HILLS OF INVERNESS UNIT NO. 3, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 01-13-203-007

Commonly known as: 2011 Abbotsford Drive, Inverness, Illinois 60010