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CHIC 8858379

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1209033029 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/30/2012 10:01 AM Pg: 1 of 6

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 32-11-101-039-0000

Address:

Street: 1001 GLENWOOD-DYER ROAD

Street line 2:

City: CHICAGO HEIGHTS

State: IL

ZIP Code: 60411

Lender: 1st Farm Credit Services, FLCA

Borrower: North Star Trust Company, Successor Trustee to MB Financial Bank, Successor to South Holland Trust and Savings Bank, as Trustee under Trust No. 6860 dated October 11, 1983

Loan / Mortgage Amount: \$48,000.00

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: 0751E58E-A835-4633-AB45-99A255990D94

Execution date: 02/17/2012

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RT unb

BOX 334 CT

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CYIC 8858379

Space Above is for Recording Information

ILLINOIS MORTGAGE

BGM406 (10/11)

Drafted By: Pamela S. Skeen
2000 Jacobssen Drive
Normal, IL 61761

Return To: 1st Farm Credit Services
Attn: Nina Grant
2000 Jacobssen Drive
Normal, IL 61761

No(s): 7735832900

This Mortgage, dated February 16, 2012, is by: NORTH STAR TRUST COMPANY, SUCCESSOR TRUSTEE TO MB FINANCIAL BANK, SUCCESSOR TO SOUTH HOLLAND TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST NO. 6860 DATED OCTOBER 11, 1983 (after this called "Mortgagor," whether one or more), whose mailing address is: 1001 Glenwood Dyer Road, Chicago Heights, IL 60411 to 1st Farm Credit Services, FLCA (after this called "Mortgagee"), a federally chartered corporation whose address is: 2000 Jacobssen Drive, Normal, IL 61761.

For valuable consideration, Mortgagors grant, sell, mortgage and warrant to Mortgagee, its successors and assigns, forever, the real estate in the county or counties of Cook, Illinois, described in Exhibit A to this Mortgage, which is by this reference made a part of this Mortgage, together with all the fixtures, tenements, hereditaments and appurtenances belonging or in any way appertaining to this real estate. All of the preceding property and property rights, including the real estate described in Exhibit A, are after this collectively called "the premises."

THIS MORTGAGE SECURES: (a) the repayment of indebtedness in the principal sum of \$48,000.00 evidenced by 1 promissory note(s), as follows:

<u>Date of Note(s)</u>	<u>Face Amount(s)</u>	<u>Maturity Date(s)</u>
February 16, 2012	\$48,000.00	March 01, 2022

and any other indebtedness payable to Mortgagee evidenced by promissory notes secured by prior liens on the real estate described in Exhibit A, together with interest as provided in the promissory note(s), which may be variable or fixed and which may be converted from one to the other from time to time at the option of Mortgagors with the consent of Mortgagee, and all extensions, renewals and modifications thereof; (b) the repayment of all other amounts with interest to which Mortgagee may become entitled under this Mortgage; and (c) the performance and observance by Mortgagors of all the warranties, agreements and terms contained in this Mortgage.

By execution of this Mortgage, Mortgagors hereby acknowledge receipt of all of the proceeds of the loan evidenced by the above promissory note or notes.

All principal, interest and other sums or charges payable to Mortgagee and secured by this Mortgage are after this called the "Indebtedness."

If the Indebtedness is paid to Mortgagee when due and Mortgagors keep and perform all the warranties, agreements and terms contained in this Mortgage, then this Mortgage shall be void.

MORTGAGORS WARRANT THAT: (a) Mortgagors have fee simple title to the premises and good right to convey them, (b) Mortgagee shall quietly enjoy and possess the premises, and (c) except as expressly set forth in this Mortgage, the premises are free from all encumbrances and Mortgagors will warrant and defend title to the premises against all lawful claims.

MORTGAGORS AGREE AS FOLLOWS:

- 1. Discharge Liens.** To pay and discharge when due all present and future taxes, assessments, judgments, mortgages and liens on the premises and to perform every obligation imposed upon Mortgagors by the instruments creating these liens.
- 2. Insurance.** To keep insured all buildings and improvements now or later located on the premises against loss or damage by fire, wind, flood (if Mortgagee requires), and extended coverage perils, in companies and amounts satisfactory to Mortgagee and to provide on request satisfactory proof of insurance. The insurance policy shall contain a loss payable clause in favor of Mortgagee providing all rights customarily granted under the standard mortgage clause. At Mortgagee's option, insurance proceeds may be applied to the Indebtedness, or be used for reconstruction of the damaged property or be released to Mortgagors for reconstruction. If this Mortgage is foreclosed, Mortgagors' interest in policies shall pass to Mortgagee.
- 3. Protective Advances.** If Mortgagors fail to pay taxes, assessments, judgments, mortgages or other liens on the premises or to maintain insurance as required by this Mortgage, Mortgagee may do so.

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4. **Pro Rata Payments.** Mortgagee may, at its option, require Mortgagors to pay to Mortgagee, at the same time as each regular installment of principal and interest, an amount equal to a pro rata portion of the taxes, assessments and insurance premiums next to become due, as estimated by Mortgagee.

5. **Protective Actions.** In any collection or foreclosure activities or proceedings, or if Mortgagors fail to perform any agreement or term contained in this Mortgage, or if any proceeding is commenced which affects Mortgagee's interest in the premises (including but not limited to eminent domain, insolvency, bankruptcy code enforcement or probate), Mortgagee may (but is not obligated to) make such appearances, disburse such sums and take such actions as Mortgagee believes are necessary to protect its interest and preserve the value of the premises. This includes, but is not limited to, disbursement of reasonable attorneys' fees, court costs, costs of environmental audits and compliance, costs of appraisals and title evidence, and making repairs and maintenance. Mortgagee may inspect the premises at reasonable times including investigating the environmental condition of the premises and taking soil and water samples.

6. **Additions to Indebtedness.** All amounts incurred or advanced by Mortgagee under paragraph 3 or 5 of this Mortgage shall be due immediately, shall bear interest as provided in the promissory note described in this Mortgage or the promissory note with the latest maturity date if more than one is described, and shall be secured by this Mortgage.

7. **Maintain Premises.** (a) To not remove or permit to be removed any buildings, improvements or fixtures from the premises, (b) to maintain the premises in good repair and condition, (c) to cultivate the premises in a good, husbandlike manner, (d) to use the premises for farm purposes (if used for farm purposes on the date of this Mortgage), (e) to not cut or remove wood or timber from the premises except for domestic use, and (f) to neither commit nor permit waste of the premises. If the premises are abandoned or left unoccupied Mortgagee may (but is not obligated to) go upon the premises to protect them against waste, vandalism or other damage without liability for trespass.

8. **Complete Improvements.** To complete in a reasonable time any improvements now or later under construction on the premises.

9. **Use of Loan Proceeds.** The proceeds of the Indebtedness shall be used solely for (a) the purposes specified in the loan application or, (b) other purposes Mortgagee may require or agree to in writing.

10. **Assignment of Rents.** Mortgagors by this Mortgage assign to Mortgagee to further secure the payment of the Indebtedness the rents, issues and profits of the premises now due or which may later become due. Upon Default under this Mortgage by Mortgagors, Mortgagee: (a) shall immediately and without any further action to enforce its interest have an enforceable and perfected right to receive such rents, issues and profits and (b) may in its sole discretion notify any or all tenants to pay directly to Mortgagee all such rents, issues and profits. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the premises.

11. **Minerals and Eminent Domain.** In this paragraph "minerals" includes but is not limited to oil, gas, coal, lignite, rock, stone, gravel, sand, clay, peat and earth. Mortgagee shall, at its option, receive all sums which may accrue to Mortgagors from eminent domain proceedings or from the sale, lease, development or removal of minerals in and under the premises. These sums shall be applied to the Indebtedness as Mortgagee elects. Nothing in this Mortgage, however, obligates Mortgagee to accept these sums or constitutes consent to the sale, lease, development or removal of minerals, or obligates Mortgagee to receive any payment during foreclosure or a redemption period. If a lawful claimant enters or asserts a right of entry on the premises for the purpose of exploration, development or removal of minerals under reservation or conveyance paramount to this Mortgage, to the exclusion of and without compensation to Mortgagors, then, at the option of Mortgagee, the entire Indebtedness shall become due and payable.

12. **Actions Not Affecting Lien or Liability.** Without affecting the priority of the lien of this Mortgage or the liability of Mortgagors or of any other party for the payment of the Indebtedness, Mortgagee may from time to time without notice to Mortgagors: (a) release all or part of the premises from the lien of this Mortgage, (b) extend and defer the maturity of and renew and reamortize all or any part of the Indebtedness, (c) adjust interest rates as provided in the promissory note(s) and (d) release from liability for payment of the Indebtedness one or more parties who are or become liable for its payment.

13. **Hazardous Substances.** To comply with all federal, state and local laws and the recommendations of all courts and government agencies concerning the generation, use, discharge, release, storage and disposal of hazardous substances, petroleum products, farm chemicals and general waste on the premises. Mortgagors warrant that no hazardous substances have previously been discharged, released, stored or disposed of on the premises and will take all remedial action necessary to remove any hazardous substance found on the premises during the term of this Mortgage or after default by Mortgagors. Mortgagors will indemnify Mortgagee, its directors, officers, employees and agents against all claims and losses, including court costs and attorneys' fees, arising directly or indirectly out of Mortgagors' failure to comply with this paragraph. This warranty and indemnity shall survive termination of this Mortgage.

14. **Events of Default.** Each of the following constitutes a default of this Mortgage by Mortgagors (Default): (a) failure to pay when due any part of the Indebtedness; (b) failure to perform or observe any warranty, agreement or term contained in this Mortgage or in any promissory note(s) evidencing the Indebtedness or in any related loan agreement(s); (c) the appointment of a receiver, receiver pendente lite or liquidator, whether voluntary or involuntary, for any of the Mortgagors or for any of the property of any of the Mortgagors; (d) the commencement of any proceeding by or against any of the Mortgagors under the provisions of any bankruptcy or insolvency laws; (e) the making by any of the Mortgagors of an assignment for the benefit of creditors; (f) the sale or transfer without Mortgagee's prior written consent of all, any part of, or any interest in, the premises or any beneficial interest in a land trust holding title to the premises by Mortgagors or any party having a beneficial interest in the land trust; (g) the transfer without Mortgagee's prior written consent of stock in a corporation holding title to all or any part of the premises by any stockholder of such corporation, if the result is that a majority of shares of the stock is owned by any parties who are not stockholders at the date of this Mortgage.

15. **Remedies on Default.** Mortgagee may do any one or more of the following if a Default occurs under paragraph 14: (a) The entire Indebtedness may become immediately due without notice and bear interest as provided in the promissory note(s) evidencing the Indebtedness and Mortgagee may collect this amount in a suit at law or by foreclosure of this Mortgage; (b) Take possession of the premises upon filing a foreclosure action and have full authority to operate, manage, lease and conserve the premises, to collect the rents, issues and profits from the premises, to obtain hazard insurance, to pay taxes and assessments when due, to employ counsel, custodians and other assistants, to make necessary repairs, to exercise all the usual powers of receivers in like cases and to continue in possession of the premises until expiration of the statutory period of redemption. All rents, issues and profits collected as Mortgagee in possession may, without prior approval of the court, be applied first to payment of the costs of management of the premises and then to the Indebtedness, and Mortgagee shall be accountable only for those proceeds actually received; (c) At any sale pursuant to a court decree all of the premises may be sold as one parcel and any law to the contrary is waived by Mortgagors; (d)

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Mortgagee may retain out of the sale proceeds amounts due Mortgagee under this Mortgage, the costs of the sale, and attorneys' fees as provided by statute or court practice or in a reasonable amount; (e) In any foreclosure action or other proceeding the court may appoint a receiver and receiver pendente lite for the premises with the usual powers provided by statute, and Mortgagors hereby consent to the appointment; (f) If there is any security other than this Mortgage for the indebtedness, then Mortgagee may proceed upon this and the other security either concurrently or separately in any order it chooses; (g) If this Mortgage secures multiple promissory notes, Mortgagee may apply foreclosure sale proceeds to the notes in the order and amounts it elects.

16. **Cumulative Rights.** All rights and remedies of Mortgagee in this Mortgage are cumulative and are in addition to other rights and remedies given in this Mortgage or provided by law.

17. **Waiver.** The failure or delay of Mortgagee to exercise any right is not a waiver of that right.

18. **Successors.** This Mortgage shall bind and benefit the parties to this Mortgage and their respective heirs, executors, administrators, successors and assigns.

19. **Waiver of State Rights.** Mortgagors waive and relinquish all rights given by the homestead and exemption laws of the State of Illinois.

An electronic reproduction of this fully-executed document shall be as valid as the original.

NORTH STAR TRUST COMPANY, SUCCESSOR TRUSTEE
TO MB FINANCIAL BANK, SUCCESSOR TO SOUTH
HOLLAND TRUST AND SAVINGS BANK, AS TRUSTEE
UNDER TRUST NO. 6860 DATED OCTOBER 11, 1983 *and not personally.*

By: *Silvia Medina & Samuel D. Hoyle*
Name:

Title: *Trust Officer* Trust Officer

This Document is signed by NORTHSTAR TRUST COMPANY not individually but solely as Trustee under certain Trust Agreement known as Trust No. 6860.
Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any trust property which may be held thereunder, and said trustee shall not be personally liable for the performance of any of these terms and conditions of this Document or for the validity or condition of the title of said property or for any Document with respect thereto. Any and all personal liability of NORTH STAR TRUST COMPANY is hereby expressly waived by the parties hereto and their respective successors and assigns.

PROPRIETARY OF COOK COUNTY CLERK'S OFFICE

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ILLINOIS MORTGAGE (Page 4 of 4)

ACKNOWLEDGMENT

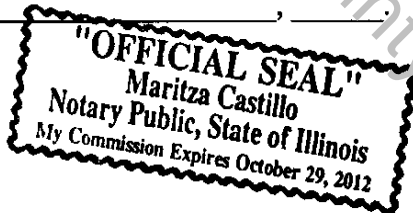
STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.
)

On this 17th day of February, 2012, before me, a Notary Public duly qualified, commissioned and acting, appeared in person the within-named Silvia Medina & Laurel Thorpe, to me personally well known, who stated that he/she was the Trust Officer's of and was duly authorized to execute the foregoing instrument for and in the name and behalf of said North Star Trust Company, successor Trustee to MB Financial Bank, successor to South Holland Trust and Savings Bank, as Trustee under Trust No. 6860 dated October 11, 1983, and further stated and acknowledged that he/she had so signed, executed and delivered the said foregoing instrument for the consideration, uses and purposes herein mentioned and set forth.

In Testimony Whereof, I have hereunto set my hand and official seal the day and year first-above written.

Maritza Castillo
Notary Public

My commission expires _____,



Cook County Clerk's Office

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Loan No. 7735832900

EXHIBIT A LEGAL DESCRIPTION ATTACHMENT

Parcel 1:

THE EAST 1/2 OF THE SOUTHWEST 1/4 LYING SOUTH OF GLENWOOD-DYER ROAD OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2:

THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 LYING SOUTH OF GLENWOOD-DYER ROAD OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(This Mortgage is executed by North Star Trust Company, successor trustee to MB Financial Bank, successor to South Holland Trust and Savings Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the Mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note(s) secured by this Mortgage shall be construed as creating any liability on North Star Trust Company, successor trustee to MB Financial Bank, successor to South Holland Trust and Savings Bank or on any of the beneficiaries under said Trust Agreement personally to pay said note(s) or any interest that may accrue thereon or any indebtedness accruing hereunder, or to perform any covenants either expressed or implied contained herein, all such liability, if any, being expressly waived, but this waiver shall in no way affect the personal liability of any party other than such Trustee (including any such beneficiary) executing this Mortgage or said note(s).)

(The Trustee, by the execution of this instrument, hereby waives its priority to the Mortgagee on the above described premises for its costs, expenses and attorney's fees and for its reasonable compensation as provided under said Trust Agreement.)

Property Address: 1001 Glenwood-Dyer Road, Chicago Heights, IL 60411

32-11-101-039-0000