



Doc#: 1213049006 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/09/2012 11:13 AM Pg: 1 of 8

Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 06-07-402-222-0000

Address:

Street: 1701 Kenneth Circle

Street line 2:

City: Elgin

State: IL

ZIP Code: 60120

Lender: GREGORY SWANSON

Borrower: ROBERT J. DIFATTA

Loan / Mortgage Amount: \$34,000.00

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: A221D4EB-4276-432D-831B-E4688AFEFB75

Execution date: 03/29/2012

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

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**MORTGAGE**

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THIS INDENTURE made and entered into this 29<sup>th</sup> day of March, 2012, by and between ROBERT J. DIFATTA (hereinafter referred to as the "Mortgagor"), and GREGORY W. SWANSON (hereinafter referred to as the "Mortgagee"), all being residents of the State of Illinois.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee pursuant to a certain Installment Note of even date herewith, in the principal sum of THIRTY FOUR THOUSAND AND NO/100 DOLLARS (\$34,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagor promises to pay said principal sum and interest at the rate and in installments as provided therein, with a final payment of the balance due on the 1st day of April, 2017, and all of said principal and interest are payable at such place at which the holders of said note may from time to time in writing appoint, and in the absence of such appointment, then to the Mortgagee at 4714 Amber Circle, Hoffman Estates, Illinois 60192; and,

WHEREAS, the Mortgagor has accordingly agreed to pledge, encumber, mortgage and assign, to the extent of said note, its interest in the real estate described below (hereinafter referred to as the "Property") as security for said note, including any right of homestead, as herein provided;

NOW, THEREFORE, to secure the payment of said note in accordance with the terms, conditions and limitations of this Mortgage, and the performance of the covenants and conditions herein contained, and in consideration of \$1.00 and other good and valuable consideration, receipt of which is acknowledged, the Mortgagor hereby CONVEYS and WARRANTS unto the Mortgagee, and the Mortgagee's successors and assigns, the following described real estate situated in the County of Cook, State of Illinois:

Parcel 1: Lot 1701 in Kennington Square Fourth Addition, being a subdivision of part of the Southeast 1/4 of the Southeast 1/4 of Section 4, Township 41 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded July 15, 1986 as Document Number 86294465, in Cook County, Illinois.

Parcel 2: Easement for ingress and egress for the benefit of Parcel 1, as set forth in the Declaration of Covenants, Conditions and Restrictions recorded as Document Number 25442191, modified by instruments recorded as Document Numbers 26573744, 27281858 and 87007717 and as amended from time to time.

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Permanent Real Estate Index Number: 06-07-402-222-0000

Address of Real Estate: 1701 Kenneth Circle, Elgin, Illinois 60120

TOGETHER with all improvements now or hereafter erected on the Property, all easements, rights, issues and appurtenances thereto belonging, all leases, use agreements, rents, profits, income and revenues in connection therewith, and all fixtures now or hereafter placed thereon, all of which shall be deemed to be and remain a part of the Property covered by this Mortgage;

TO HAVE AND TO HOLD the Property for the uses and purposes herein set forth, and releasing all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

## COVENANTS AND CONDITIONS

1. Standing and Authority. The Mortgagor now has and hereafter shall maintain the standing, right, power and lawful authority to own the Property, to enter into, execute and deliver this Mortgage and said note and all other agreements at any time to the Mortgagee, to encumber the Property to the Mortgagee and to consummate all of the transactions described in this Mortgage and said note.
2. No Claims Against Mortgagor. There is no litigation, action, claim, or proceeding now pending or threatened against the Mortgagor which might, in any respect, materially or adversely affect the Property or the lien of this Mortgage, or the ability of the Mortgagor to pay said note. The Mortgagor further covenants that it will not do or permit anything to be done, the commission of which, or refrain from doing anything, the omission of which, will impair or tend to impair the security of this Mortgage.
3. Payment of Principal and Interest. The Mortgagor shall promptly pay or cause to be paid when due, the principal and interest under said note. Payments shall first be applied to interest due on said note with the remainder to principal. Prepayment of any or all of the principal balance owing under said note, at any time, shall be without penalty whatsoever.
4. Maintenance and Repair of the Property. The Mortgagor shall keep and maintain the Property in as good a condition as exists as of the date hereof and shall not commit waste or permit impairment or deterioration of the Property. The Mortgagor shall promptly repair, restore or rebuild any improvements now or hereafter existing on the Property which may become damaged or destroyed, as is feasible.
5. Compliance with Applicable Laws. The Mortgagor shall comply with all applicable laws, ordinances, zoning and restrictions of record with respect to the Property and the uses thereof.
6. Hazardous Substances. The Mortgagor shall not cause or permit the presence, use, disposal, storage or release of any hazardous substances on the Property, except as may be authorized by law, or cause or permit any violation of any environmental law.
7. Liens and Charges. The Mortgagor shall keep the Property free and clear from mechanic's liens, other liens, claims for liens or any other charges not expressly subordinated to the lien hereof; and shall pay when due any indebtedness which may be secured by any of such liens or charges on the Property.

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8. Taxes and Assessments. The Mortgagor shall pay, before any penalty attaches, all general real estate taxes, special taxes, special assessments, water charges, sewer charges, fines and other charges levied against the Property by governmental authority when due, and has duly filed and paid, and shall continue to file and pay in a timely manner all federal, state and other governmental tax returns and payments which are required by law to be filed and paid with respect to the Mortgagor. The Mortgagor may, in good faith and with reasonable diligence, contest or defend against the validity or amount of any such taxes, assessments or charges, provided that no such contest or defense shall have the effect of preventing the collection thereof so as to result in the sale or forfeiture of the Property or any part thereof, or any interest therein, to satisfy the same, or otherwise attain priority over this Mortgage.

9. Insurance. The Mortgagor shall keep all improvements now or hereafter situated on the Property insured against loss or damage by fire, tornado, windstorm, extended coverage perils and other hazards, which coverage shall be in an amount not less than the outstanding indebtedness due under said note, and shall name the Mortgagee as an additional insured. All such policies of insurance shall contain a standard mortgagee clause attached in favor of the Mortgagee and a standard waiver of subrogation clause, and include a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without ten (10) days prior written notice to the Mortgagee. In case of loss or damage for which insurance proceeds are available, the Mortgagor shall be entitled to settle and adjust any claim under such policies of insurance, and the proceeds may, in whole or in part, at the option of the Mortgagor, be applied in reduction of the indebtedness secured by this Mortgage or applied to the cost of repairing, restoring or rebuilding the Property or any improvements thereon. The Mortgagor shall also keep and maintain general liability insurance, and any applicable statutory insurance not otherwise provided for, with such limits for personal injury, death and property damage as the Mortgagor shall deem reasonably appropriate and sufficient, for such time as this Mortgage remains in force and effect.

10. Sale, Transfer and Assignment. The Mortgagor may sell, transfer, assign or otherwise dispose of all or any part of the Property and the Mortgagor's interest therein, upon prior written notice to the Mortgagee with copies of all documentation with respect thereto, subject to this Mortgage, and provided that until all indebtedness due or to become due secured hereby shall be paid and satisfied in full, this Mortgage shall remain in full force and effect without the Mortgagee being required to release or subordinate this Mortgage. This Mortgage may be assumed upon the written consent of the Mortgagee, satisfactory credit approval by the Mortgagee and a written assumption agreement, in which event the Mortgagor shall be released from the obligations of this Mortgage and the note secured hereby. The Mortgagee may sell, transfer or assign this Mortgage and said note upon prior written notice to the Mortgagor with copies of all documentation with respect thereto, provided that such transaction shall never result in the payment of any fee, charge or otherwise by the Mortgagor at any time, including, but not limited to, payoff letter fees, release deed fees, service fees, processing fees, statement fees, tax reserves, mortgage insurance or other charges normally assessed or purportedly charged by the Mortgagee's successors or assigns.

11. Indemnification. The Mortgagor shall indemnify and hold harmless the Mortgagee from any and all claims, damage, loss, costs and expenses, including, but not limited to, reasonable attorney's fees, incurred by reason of or arising from or in connection with any suit or proceeding, threatened, filed or pending, in which the Mortgagee is, may become or may have to become a party by reason of or arising from or in connection with the Mortgagor's obligations hereunder.

12. Protection of Security Interest. If the Mortgagor fails to perform the covenants and agreements herein contained, or if any action or proceeding is commenced which materially affects the Mortgagee's

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interest in the Property, including, but not limited to, eminent domain, condemnation, forfeiture, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then the Mortgagee may, but is not obligated to, upon notice to the Mortgagor make such appearances, pay such sums and take such action as is necessary to protect the Mortgagee's interest in the Property, the costs and expenses of which shall become additional indebtedness of the Mortgagor, with interest at the rate provided in said note, and secured by this Mortgage.

13. Default. The occurrence of any one or more of the following events shall constitute an "event of default" or a "default" under this Mortgage:

(a) The failure of the Mortgagor to pay when due any amounts payable under said note, or within any grace period provided therein, which continues after thirty (30) days written notice to the Mortgagor of such failure and demand for payment;

(b) The failure of the Mortgagor to fully satisfy, perform, discharge, observe or comply with any obligation under this Mortgage, excepting payment pursuant to said note, which continues after thirty (30) days written notice to the Mortgagor of such failure, unless such failure by its nature requires more than thirty (30) days to complete or remedy, in which case the Mortgagor shall have begun to correct such failure within said time, shall be pursuing the same with reasonable diligence, and has so notified the Mortgagee;

(c) The filing of a petition in bankruptcy or petition for relief by or against the Mortgagor, or any receiver or trustee for any of the mortgaged Property, or if the Mortgagor makes any assignment for the benefit of creditors, or is adjudged insolvent, or if an attachment or execution is levied against the Property which is not discharged within sixty (60) days.

14. Remedies upon Default. Upon the occurrence of an event of default, the Mortgagee, after notice and demand insofar as required under this Mortgage, in its sole discretion and at its sole election, may do any one or more of the following, subject to certain requirements as hereinafter provided:

(a) Pursue any and all remedies afforded to the Mortgagee in law or in equity as may be appropriate, including remedies of a secured party under the Uniform Commercial Code of the State of Illinois accruing to a Mortgagee or secured party upon default by a Mortgagor or debtor. Such remedies shall be cumulative and no such remedy shall be deemed to exclude any other remedy;

(b) Enter upon and take immediate possession of the Property, expel and remove any persons, goods or chattels occupying or upon the same, receive all rents, profits and revenues and issue receipts therefor, manage, control and operate the Property as fully as the Mortgagor might do if in possession thereof, including, without limitation, the making of all repairs and replacements deemed necessary by the Mortgagee and the leasing of the Property, or any part thereof, and, after deducting all reasonable attorney's fees and all costs and expenses incurred in the protection, care, maintenance, management and operation of the Property, apply the remaining net income, if any, to the Mortgagor's obligations hereunder. At the option of the Mortgagee, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice served in accordance with the provisions herein contained for notice;

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(c) Accelerate all sums secured by this Mortgage and declare the same immediately due and payable;

(d) File an action to foreclose this Mortgage and to collect the outstanding indebtedness secured thereby. In the event of such action, the Mortgagee shall have the right, either before or after sale, with notice, and without regard to the solvency or insolvency of the Mortgagor at the time of application and without regard to the current value of the Property, or whether the same is then occupied, to apply for and obtain the appointment of a receiver for the Property. Such receiver shall have the power to collect the rents, profits and revenues of the Property during the pendency of such action and such other powers as may be necessary or usual in such cases for the protection, possession, control, management and operation of the Property, and, in case of a sale and deficiency, during the full statutory period of redemption, as well as during any further times when the Mortgagor, except for the intervention of such receiver, would be entitled to collect the rents, profits and revenues and exercise such powers. The Court before which suit is pending may from time to time authorize the receiver to apply the net income in his hands in payment, in whole or in part, of the Mortgagor's obligations hereunder. If the Property is to be sold pursuant to foreclosure, it may be sold as one parcel or, if appropriate or expedient, divided and sold as separate parcels;

(e) Prior to acceleration of payments due from the Mortgagor in connection with any default under this Mortgage, the Mortgagee shall give notice to the Mortgagor specifying: (i) the default, (ii) the action required to cure the default, (iii) a date not less than thirty (30) days from the date notice is given by which the default must be cured, (iv) that failure to cure the default on or before the date specified may result in the acceleration of all sums secured by this Mortgage, foreclosure of this Mortgage, and sale of the Property, and (v) that the Mortgagor has the right to reinstate this Mortgage after acceleration and the right to assert in the foreclosure proceeding the non-existence of any default or other defense to acceleration and foreclosure. If the default is not cured within the time specified, the Mortgagee may, at its option, thereafter require immediate payment of all sums due and commence an action to foreclose the lien of this Mortgage without further notice or demand;

(f) In any action to foreclose the lien of this Mortgage or to enforce any other remedy of the Mortgagee under this Mortgage, there shall be allowed and included as additional indebtedness in any judgment or decree all costs and expenses paid or incurred by or on behalf of Mortgagee, including, but not limited to, reasonable attorney's fees, receiver's fees, appraiser's fees, fees and charges for documentary and expert evidence, stenographer's fees, publication costs, costs for abstracts of title, title searches and examinations and title insurance policies, as the Mortgagee may deem reasonably necessary either to prosecute such action or to evidence to bidders at any sale which may be had pursuant to foreclosure.

15. Mortgagor's Right to Reinstate. The Mortgagor shall have the right, prior to the earlier of the entry of a judgment enforcing this Mortgage or five (5) days prior to any sale as provided herein, upon the following conditions: (i) that the Mortgagor pays all sums which would be due under said note as if no acceleration had occurred, (ii) that the Mortgagor cures any default existing, (iii) that the Mortgagor pay any and all costs and expenses incurred by the Mortgagee in the enforcement of this Mortgage, and (iv) that the Mortgagor takes such action as may be required by the Mortgagee to assure that the Mortgagor's obligations under this Mortgage and said note shall continue to the satisfaction of the Mortgagee.

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16. Release. Upon payment in full of all sums secured by this Mortgage, the Mortgagee shall release the same without charge to the Mortgagor and this Mortgage shall be canceled and null and void.

17. Assignment of Rents and Leases. As additional security hereunder, the Mortgagor hereby assigns and transfers to the Mortgagee all rents, issues, profits and revenues now due and which may become due under or by virtue of any written or verbal lease or agreement for the use or occupancy of the Property or any part thereof, which may now or hereafter exist, together with all rights, powers and immunities which the Mortgagor has or would have in connection thereto. Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee in possession in the absence of the taking of possession as provided in this Mortgage. In the exercise of the authority herein granted to the Mortgagee, no liability shall be asserted or claimed against the Mortgagee, except for gross negligence or willful misconduct caused by the Mortgagee or its employees or agents, and all other liability is hereby expressly waived and released by the Mortgagor. This assignment shall not be exercisable by the Mortgagee unless and until a default by the Mortgagor exists as provided in this Mortgage.

18. Condemnation and Eminent Domain. The Mortgagor hereby assigns and transfers to the Mortgagee the proceeds of any award or any claim for damages for any of the Property taken or damaged under the power of eminent domain or by condemnation proceedings, or for conveyance in lieu thereof. In the event of a total taking of the Property, the proceeds shall be applied to reduce the Mortgagor's obligations secured by this Mortgage, whether or not due, with the excess, if any, paid to the Mortgagor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount secured by this Mortgage, the proceeds shall be applied to reduce the Mortgagor's obligations in the proportion that the balance thereof bears to the fair market value of the Property, with the excess paid to the Mortgagor. If the fair market value of the Property immediately before the taking is less than the amount secured by this Mortgage, the proceeds shall be applied to reduce the Mortgagor's obligations, whether or not due. Notwithstanding the foregoing, by agreement of the Mortgagor and the Mortgagee, any proceeds may be used for the repair, restoration or rebuilding of the Property, or part thereof, if the Property may still be used for the same purposes as prior to the condemnation or taking, and if the Mortgagor is not in default.

19. Notices. Any notice required to be given hereunder shall be in writing and delivered personally, by express mail, or by certified mail, return receipt requested, with proper postage prepaid. Notice shall be deemed to be given on the date of personal delivery, the date of delivery of express mail, or three (3) days after the date of mailing by certified mail, as applicable, to the parties hereto at the following addresses or at such other addresses as may hereafter in writing be designated:

To the Mortgagor:

Robert J. DiFatta  
40 Gray Street, Street  
St. Charles, IL 60174

To the Mortgagee:

Gregory W. Swanson  
4714 Amber Circle  
Hoffman Estates, IL 60192

20. Governing Law. This Mortgage shall be governed by federal law and the laws of the State of Illinois wherein the Property is located. In the event that any provision of this Mortgage or the note secured hereby is or shall become in conflict with any applicable law, such law shall control.

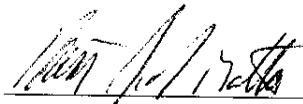
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21. Severability. If any provision of this Mortgage or the note secured hereby is held by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected and shall continue to be in full force and effect.

22. Binding on Successors And Assigns. This Mortgage shall inure to the benefit of and be binding upon the heirs, executors, administrators, beneficiaries, successors and assigns of the parties hereto and all persons claiming by, under or through the parties hereto.

23. Mortgagor's Copy. The Mortgagor shall be given a conformed copy of this Mortgage and the note secured hereby.

IN WITNESS WHEREOF, the Mortgagor has executed and delivered this Mortgage as of the date first above written.


  
\_\_\_\_\_  
Robert J. DiFatta (SEAL)

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF McHENRY    )

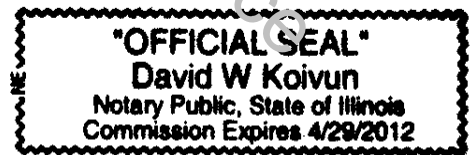
I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Robert J. DiFatta, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that he signed, sealed and delivered the foregoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29<sup>th</sup> day of March, 2012.

My commission expires 4/29/12.

  
\_\_\_\_\_  
Notary Public

This instrument was prepared by: David W. Koivun  
69 South Barrington Road  
South Barrington, IL 60010



After recording mail to: Gregory W. Swanson  
4714 Amber Circle  
Hoffman Estates, IL 60192