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Illinois Anti-Predatory Lending Database Program



Doc#: 1301734021 Fee: \$50.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/17/2013 09:07 AM Pg: 1 of 7

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 14-28-304-087-0000

Address:

Street: 2662 N. Geneva Terrace

Street line 2:

City: Chicago

State: IL

ZIP Code: 60614

Lender: Robert J. O'Halloran, not individually but as Trustee of the Marilyn J. Feingold Trust #2 dated April 1, 1976

Borrower: CMF Revocable Trust UTA Oct. 25, 2011("CMF Trust"), Chad M. Feingold and Kim Lebowitz Feingold

Loan / Mortgage Amount: \$700,000.00

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: 396E17E9-19E7-43B4-9F5A-62278BF3B128

Execution date: 11/27/2012

S	7
P	7
S	N
W	Y
SC	Y
III	N
INT	Y

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MORTGAGE

THE MORTGAGOR, CMF Revocable Trust UTA October 25, 2011 ("CMF Trust"), of Chicago, Cook County, Illinois, mortgages and warrants to Robert J. O'Halloran, not individually but as Trustee of the Marilyn J. Feingold Trust #2 dated April 1, 1976, of Overland Park, Johnson County, Kansas ("Mortgagee") to secure the payment of an indebtedness in the sum of Seven Hundred Thousand Dollars (\$700,000.00) evidenced by a note dated January 31, 2012, executed by CMF Revocable Trust UTA dated October 25, 2011 (the "CMF Trust"), Chad M. Feingold and Kim Lebowitz Feingold (collectively the "Mortgagor") payable to the order of the Mortgagee, with interest thereon as stated in the note, the following described real estate:

PIN: 14-28-304-087-0000

PARCEL 1:

LOT 15 AND THE SOUTH ½ OF LOT 16 IN LINCOLN PARK CLUB SUBDIVISION, RECORDED JULY 9, 2002 AS DOCUMENT 0020749722 AND RE-RECORDED JULY 19, 2002 AS DOCUMENT 0020790850, BEING A RESUBDIVISION OF VARIOUS LOTS, PARTS OF LOTS AND VACATED STREETS AND ALLEYS IN VARIOUS SUBDIVISIONS IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL ACCESS EASEMENTS FOR THE BENEFIT OF ALL OWNERS OF LOTS 8, 9, 15 AND 16, TOGETHER WITH THEIR TENANTS, GUESTS, AGENTS AND INVITEES, AS SET FORTH BY THE DECLARATION OF EASEMENTS, COVENANTS , AND RESTRICTIONS FOR THE LINCOLN

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PARK COMMONS HOMEOWNERS ASSOCIATION DATED JANUARY 10, 2002 AND RECORDED JANUARY 15, 2002 AS DOCUMENT 0020061321, AND AMENDMENTS THERETO, FOR THE PURPOSE OF A PEDESTRIAN COURT EASEMENT FOR INGRESS AND EGRESS ON, OVER AND ALONG THOSE PORTIONS OF THE LAND KNOWN AS LOTS 6 AND 26, AND IDENTIFIED ON THE PLAT OF SUBDIVISION AS "PEDESTRIAN COURT". PRIVATE ALLEWAY EASEMENTS, FOR PUBLIC INGRESS AND EGRESS OF PERSONS AND VEHICLES, ON, OVER AND ALONG THOSE PORTIONS OF THE LAND IDENTIFIED AS "PRIVATE ALLEYS" ON SAID PLAN, RECORDED JULY 9, 2002, AS DOCUMENT 0020749722 AND RE-RECORDED AS DOCUMENT 0020790850.

COMMON KNOWN ADDRESS: 2662 N. GENEVA TERRACE, CHICAGO, ILLINOIS, 60614.

situated in the County of Cook and the State of Illinois;

TOGETHER with all buildings, fixtures and improvements now or hereafter erected thereon, the appurtenances thereto, the rents, issues and profits, and all rights, title and interest of the Mortgagor in and to said real estate.

The Mortgagor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Mortgagor, to the extent permitted by law, hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage, on behalf of the Mortgagor and each and every person except decree or judgment creditors of the Mortgagor acquiring any interest in or title to the premises subsequent to the date of this mortgage.

MORTGAGOR COVENANTS, WARRANTS AND AGREES:

1. To pay the indebtedness evidenced by the promissory note described above in accordance with the terms specified therein.
2. To maintain the premises in good condition and repair, not to commit or suffer any waste of the premises; to comply with or cause to be complied with all statutes, ordinances and requirements of any governmental authority relating to the premises; and to promptly repair, restore,

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replace, or rebuild any part of the premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty whatsoever; and not to remove, demolish, or materially alter any building or other property now or hereafter covered by the lien of this mortgage without the prior written consent of the Mortgagee.

3. To keep the buildings on the premises and the equipment insured for the benefit of the Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, aircraft, vehicles, smoke and other casualties covered by extended fire insurance, all in amounts approved by the Mortgagee not exceeding 100% of the full insurable value and, to the extent required by Mortgagee, against any other risk insured against by persons operating like properties. All insurance herein provided for shall be in the form and companies approved by the Mortgagee. Mortgagor shall deliver to Mortgagee with a mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagor grants Mortgagee power to settle or compromise all claims under all policies and to demand and receipt for all moneys becoming payable thereunder and to receive any money for loss or damage. Such amount may, at the option of Mortgagee, be retained and applied by the Mortgagee toward the payment of the moneys secured by this mortgage or be paid over wholly or in part to the Mortgagor for the repair of said buildings or for the erection of new buildings in their place.

4. To pay all taxes, assessments, special assessments, water rates, sewer service charges and other charges now or hereafter assessed or liens on or levied against the premises or any part thereof.

5. That Mortgagor has good fee simple title to the premises and has the right and authority to mortgage the same and shall make, execute, acknowledge and deliver in due form of law all such further or other deeds or assurances as may, at any time hereafter, be required to more fully and effectually carry out the mortgage to the premises described and shall defend said premises from all and any person, firm or corporation deriving any estate, right, title or interest therein against said Mortgagor and all persons claiming through the Mortgagor.

6. To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.

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7. Not to assign the whole or any part of the rents, income or profits arising from the premises without the written consent of the Mortgagee.

8. In the event of default in the performance of any of the Mortgagor's covenants or agreements herein, the Mortgagee, at the Mortgagee's option, may perform the same, and the costs thereof with interest at 10% per annum shall immediately be due from Mortgagor to Mortgagee and included as part of the indebtedness secured by this mortgage.

9. The whole of the principal sum and interest thereon shall be due at the option of the Mortgagee upon the happening of any one of the following events: (a) upon default in the payment of any installment of principal and interest at the time and in the manner specified by said note; (b) upon default in the observance or performance of any of the covenants or agreements of the mortgage hereunder, which default is not corrected by Mortgagor within Thirty (30) days after receipt of notice of said default; (c) upon the assertion of any liens, mechanics' or otherwise, against the premises; (d) upon an assignment by the Mortgagor for the benefit of creditors; (e) upon the appointment of a receiver, liquidator or trustee of the premises or the adjudication of the Mortgagor to be bankrupt or insolvent or the filing of any petition for the bankruptcy, reorganization or arrangement of the Mortgagor pursuant to the Federal Bankruptcy Code or any federal statute, or the institution of any proceedings for the dissolution or liquidation of such; (f) upon the sale or transfer of the Mortgagor's interest in the real estate which is security for this indebtedness; (g) in the event the Mortgagee in good faith deems itself insecure, and the whole sum may forthwith be collected by suit at law, foreclosure of, or other proceeding upon this mortgage or by any other legal or equitable procedure without notice or declaration of such action. For purposes of section (f) of the preceding sentence a sale of the mortgaged premises pursuant to an Agreement for Deed or similar arrangement shall be considered a "sale" and a "transfer".

10. Upon or at any time after filing a suit to foreclose this mortgage, the court in which such suit is filed may appoint any qualified person, corporation or banking association (including Mortgagee itself) named by Mortgagee, a receiver of the premises; such appointment may be made either before or after the sale, without notice and without requiring a bond (notice and bond being hereby waived). Such receiver shall have the power to collect rents, issues and profits of said

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premises during the pendency of such foreclosure suit, and in the case of a suit and deficiency, during the full statutory redemption, if any, as well as during any further times, when the 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 usual in such cases for the protection, possession, control and operation of the premises during the whole of said period, and the receiver out of such rents, issues and profits, may pay costs incurred in the management and operation of the premises, prior and coordinate liens, if any, taxes, assessments, and insurance and may pay all or any part of the indebtedness secured hereby or any deficiency decree.

11. In any suit to foreclose the lien of this mortgage there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred on behalf of the Mortgagee, including but without limitation thereto, attorneys' fees, appraisers' fees, surveys, title searches and similar data or services.

12. To pay all costs incurred, including reasonable attorneys' fees, to perfect and maintain the lien of this mortgage.

13. The rights and remedies of the Mortgagee are cumulative, may be exercised as often and whenever the occasion thereof arises; the failure of the Mortgagee to exercise such rights or remedies or any of them howsoever often shall not be deemed a waiver thereof; and shall inure to the benefit of its successors and assigns.

14. The party or parties named above as Mortgagor and their respective heirs, personal representatives, successors and assigns are jointly and severally liable to perform the covenants herein, and the term, "Mortgagor", shall include all parties executing this mortgage, their respective heirs, personal representatives, and assigns.

