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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Doc#: 1302334039 Fee: \$66.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/23/2013 09:39 AM Pg: 1 of 15

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 07-10-101-039-1040

Address:

Street: 1757 EASTWOOD CT #4

Street line 2:

City: SCHAUMBURG

State: IL

ZIP Code: 60195

Lender: RONALD DIANOVSKY AND NARCISSA DIANOVSKY

Borrower: DOUGLAS DIANOVSKY AND MYUNGHYUN KIM

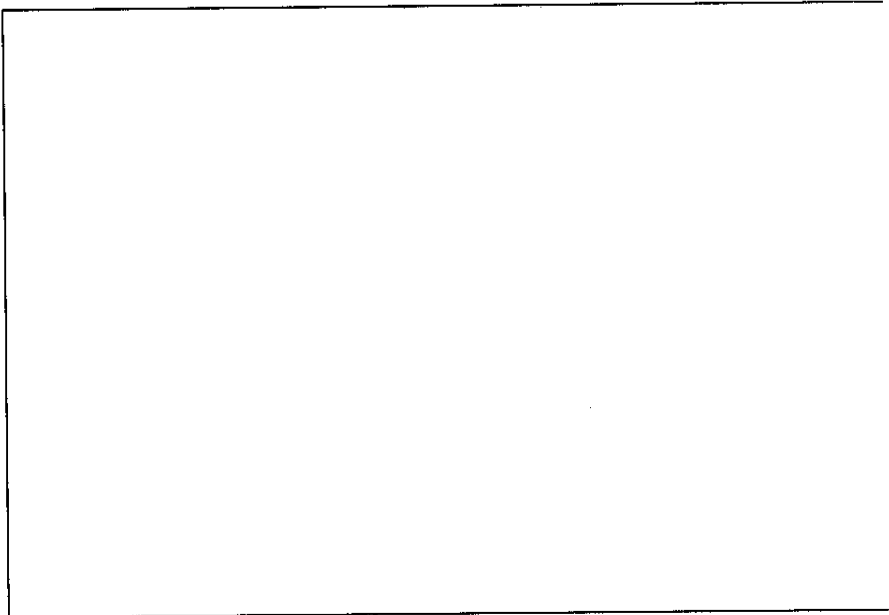
Loan / Mortgage Amount: \$50,500.00

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: 7E601861-3195-4045-B90F-05626DF462AC

Execution date: 10/09/2012

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MORTGAGE

THIS MORTGAGE is made as of October 9, 2012 by Douglas Dianovsky and Myunghyun Kim ("Borrower"), in favor of Ronald Dianovsky and Narcissa Dianovsky, ("Lender").

WITNESSETH:

Borrower has concurrently executed a Note (the "Note") bearing even date herewith in the principal sum of Fifty Thousand Five Hundred Dollars (\$50,500.00), made payable to Lender, pursuant to which Borrower promises to pay said principal sum and interest at the rate and in the manner provided in the Note at the office of Lender in Elgin, IL, or at such other place as Lender or the holder of said Note may from time to time designate in writing.

In order to secure the payment of any and all sums due under the Note and any and all extensions, renewals and modifications thereof, and to secure the performance and discharge of all of Borrower's obligations under the Note and the performance of the covenants and agreements herein contained, Borrower does hereby grant, transfer, assign, mortgage and convey unto Lender, its successors and assigns forever, the following described property, rights and interests (collectively the "Premises"):

The real estate situated in the county of Cook and state of Illinois, commonly described as 1757 Eastwood Court, #4, Schaumburg, IL 60193, and legally described in Exhibit A attached hereto and made a part hereof,

TOGETHER, with all buildings and improvements of every nature whatsoever now or hereafter constructed upon the Premises or any part thereof (the "Improvements"), and all heretofore or hereafter vacated alleys and streets abutting the Premises, and together with all fixtures now or hereafter installed for use in the operation of the building or buildings now or hereafter constructed on the Premises, including, but not limited to, all lighting, heating, cooling, ventilating, air conditioning, plumbing, sprinkling, communicating and electrical systems, and the machinery, appliances, fixtures, and equipment pertaining thereto, all awnings, water heaters, incinerators and carpeting; and

TOGETHER, with all rents, issues, profits and leases thereof for so long and during all such times as Borrower, its successors and assigns may be entitled thereto, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments,

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easements and appurtenances whatsoever, in any way now or hereafter relating or pertaining to the Premises.

TO HAVE AND TO HOLD the Premises, unto Lender, its successors and assigns, forever, for the purpose and uses set forth herein.

BORROWER DOES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Payment of Principal and Interest. Borrower shall pay the principal and interest due under the Note in accordance with the terms and provisions thereof.

2. Preservation and Maintenance of Property. Borrower will abstain from and will not permit the commission of waste on the Premises and will keep the buildings, improvements, fixtures and equipment now or hereafter thereon in good repair and will make replacements thereto as and when the same become necessary. Borrower will promptly notify Lender in writing of the occurrence of any material loss or damage to the Premises. Borrower will not materially alter or make material additions to the buildings, improvements, or fixtures now or hereafter upon the Premises, or remove the same therefrom, or permit any tenants or other person to do so, without the prior written consent of Lender. Borrower will not permit any portion of the Premises to be used for any unlawful purposes. Borrower covenants and agrees that in the ownership, operation and management of the Premises, Borrower will observe and comply with all applicable federal, state and local statutes, ordinances, regulations, orders and restrictions, including, without limitation, all zoning, building code and environmental protection statutes, ordinances, regulations, orders and restrictions. Lender shall have the right at any time, and from time to time, during normal business hours, to enter the Premises for the purpose of inspecting the same.

3. Hazard Insurance. Borrower shall keep the Premises insured against loss or damage by fire and the perils covered by extended coverage insurance. Borrower shall also provide liability insurance with such limits for personal injury and death and property damage as Lender may, from time to time, reasonably require. All policies of insurance to be furnished hereunder shall be in form and content, with such amounts and with insurer or insurers reasonably satisfactory to Lender, with a Standard Mortgage Clause and Lenders Loss Payable Clause attached to all policies in favor of Lender. The policies of all such insurance and all renewals thereof, together with the receipt evidencing payment in full of the premium thereon, shall be deposited with Lender and shall contain provision for thirty (30) days notice to Lender prior to any cancellation thereof. In the event of loss or damage, the proceeds of said insurance shall, after deducting the costs of collection thereof, if any, be available to Borrower for repair and restoration, provided: (a) the proceeds are deposited with Lender; (b) there is no default under the terms of the Note or this Mortgage; (c) the insurance carrier does not deny liability to a named insured; (d) Lender shall be furnished with an estimate of the costs of restoration accompanied by an architect's certification as to such costs and appropriate plans and specifications; and (e) if the estimated costs of reconstruction shall exceed the proceeds available, Borrower shall furnish a bond of completion or such other evidence satisfactory to Lender of Borrower's ability to meet such excess costs. The building and improvements so restored or rebuilt are to be of at least equal value and of substantially the same character as prior to the damage or destruction. In all other cases the proceeds of the loss under any policy shall be paid over to Lender in repayment of the debt secured hereby.

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4. Charges; Liens. Borrower shall pay when due all taxes, assessments and charges of every kind and nature that may be levied or assessed against the Premises, and shall promptly deliver to Lender receipts showing payment thereof. Borrower shall pay when due all taxes and assessments that may be levied upon or on account of this Mortgage or the indebtedness secured hereby or upon the interest or estate in the Premises created or represented by this Mortgage whether levied against Borrower or otherwise. In the event payment by Borrower of any tax referred to in the foregoing sentence would either be unlawful if made or would result in the payment of interest in excess of the rate permitted by law then Borrower shall have no obligation to pay the portion of such tax which would result in the payment of such excess.

5. Funds for Taxes and Insurance. If required by Lender, Borrower shall pay to Lender at the times provided in the Note for payment of installments of principal and interest, and in addition thereto, installments of taxes and assessments to be levied upon the Premises, and installments of the premiums that will become due and payable to renew the insurance hereinabove provided; said installments to be substantially equal and to be in such amount as will assure to Lender that not less than thirty (30) days before the time when such taxes and premiums respectively become due, Borrower will have paid to Lender a sufficient amount to pay such taxes and premiums in full. Said amounts paid to Lender hereunder need not be segregated or kept in a separate fund and no interest shall accrue or be payable thereon. Said amounts shall be held by Lender as additional security for the indebtedness secured hereby. Said amounts shall be applied by Lender to the payment of said taxes, assessments and insurance premiums when the same become due and payable; provided, however, that Lender shall have no liability for any failure to so apply said amounts for any reason whatsoever. Nothing herein contained shall in any manner limit the obligation of Borrower to pay taxes and to maintain insurance as above provided. In the event of any default by Borrower under the Mortgage or the Note, Lender may, at its option but without any obligation on its part so to do, apply said amount upon said taxes, assessments and insurance premiums, and/or toward the payment of any amounts payable by Borrower to Lender under the Mortgage and/or toward the payment of the indebtedness secured hereby or any portion thereof, whether or not then due or payable.

6. Protection of Lender's Security. If default be made in the payment of any of the aforesaid taxes or assessments or in making repairs or replacements or in procuring and maintaining insurance and paying the premiums therefor, or in keeping or performing any other covenant of Borrower herein, Lender may, at its option and without any obligation on its part so to do, pay said taxes and assessments, make such repairs and replacements, effect such insurance, pay such premiums, and perform any other covenant of Borrower herein. All amounts expended by Lender hereunder shall be secured hereby and shall be due and payable by Borrower to Lender immediately on demand with interest thereon at the rate applicable under the Note from the date of such expenditure.

7. Reimbursement for Lender Legal Expense. If Lender is made a party to any suit or proceedings by reason of the interest of Lender in the Premises, Borrower shall reimburse Lender for all costs and expenses, including reasonable attorneys' and paralegals' fees, incurred by Lender in connection therewith, whether or not said suit or proceeding ever goes to trial. All amounts incurred by Lender hereunder shall be secured hereby and shall be due and payable by Borrower to Lender forthwith on

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demand with interest thereon at the rate applicable under the Note from the date of such expenditure.

8. Waiver of Homestead; Waiver of Redemption. To the full extent permitted by law, Borrower waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of Illinois and all other exemption laws, moratorium laws or other laws limiting the enforcement hereof. BORROWER WAIVES ANY AND ALL RIGHTS OF REDEMPTION UNDER ANY JUDGMENT OF FORECLOSURE OF THIS MORTGAGE, AND ANY REDEMPTION RIGHTS GRANTED BY THE "ILLINOIS MORTGAGE FORECLOSURE LAW" ("IMFL"), ON BEHALF OF BORROWER, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. Further, Borrower hereby waives the benefit of all appraisement, valuation, stay or extension laws, and any reinstatement rights, including, without limitation, as provided under the IMFL, now or hereafter in force, and all rights of marshalling in the event of any sale hereunder of the Premises or any part thereof or any interest therein.

9. Condemnation and Eminent Domain. Any and all awards 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 (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 Borrower to Lender, which award Lender is hereby authorized to collect and receive from the condemnation authorities, and to give appropriate receipts and acquittances therefor, and Lender shall use or apply the proceeds of such award or awards in the same manner as is set forth in Paragraph 3 hereof with regard to insurance proceeds received subsequent to a fire or other casualty to the Premises. Borrower covenants and agrees that Borrower will give Lender immediate notice of the actual or threatened commencement of any such proceedings under condemnation or eminent domain, affecting all or any part of the Premises, and will deliver to Lender copies of any and all papers served in connection with any such proceedings. Borrower further covenants and agrees to make, execute, and deliver to Lender, 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 Lender for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Borrower for any taking, either permanent or temporary, under any such proceeding. At Lender's option, any such award may be applied to restoring the improvements upon the same terms and conditions provided with respect to insurance proceeds in Paragraph 3 hereof. Under no circumstances shall Lender become personally liable for the fulfillment of the terms, covenants, and conditions contained in any leases of the Premises nor shall it be obligated to take any action to restore the Premises.

10. Acceleration of Indebtedness in Event of Default. Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

- A. Failure of Borrower to observe or timely perform in any material respect any covenant, agreement or obligation to be performed by Borrower pursuant to this Mortgage or to the Note or to the Security

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Agreement or the breach of any representation or warranty contained in this Mortgage or in the Note or in the Security Agreement.

B. The bankruptcy or insolvency of Borrower; provided, however, that in the event a petition for involuntary bankruptcy is filed against Borrower, such petition shall not be deemed an Event of Default if Borrower initiates action to cause such petition to be dismissed within thirty (30) days after notice from Lender and diligently performs such acts as are necessary to effectuate such dismissal.

C. The sale, lease, transfer or assignment of any interest in the Premises or the Improvements by Borrower, or the existence of further encumbrances on the Premises, without the express written consent of Lender.

D. Failure of Borrower to promptly discharge, within thirty (30) days after notification of any such filing, any mechanic's lien or other lien or cloud, filed against the Premises, or the failure to post, sufficient indemnity or surety with Lender or the title insurance company insuring the Premises satisfactory to Lender to insure against loss caused by any such lien or cloud.

E. Failure to comply with any code, law, ordinance, or regulation relating to the Premises or the Improvements or the failure to properly correct, upon notice from any governmental agency, any deficiency in construction, which failure, in the opinion of Lender will jeopardize the security of its first mortgage lien upon the Premises.

F. The issuance or delivery to Lender of any materially false or misleading information or statements by, Borrower or any agent of Borrower.

G. Material default by Borrower under any term, condition or covenant under any leases affecting the Premises or the Improvements.

H. Failure to timely pay when due any sum due to be paid by Borrower pursuant to the Note.

I. An "Event of Default" shall have occurred under the Note or the Security Agreement.

J. The reasonable insecurity of the Lender.

Upon the occurrence of any Event of Default, the entire indebtedness secured hereby shall, at the option of Lender after notice as hereinafter provided, become immediately due and payable, and, thereupon, or at any time during the existence of any such default, Lender may proceed to foreclose this Mortgage by judicial proceedings according to the statutes in such case provided, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. Lender shall additionally have the right to file an action at law on the Note and any other remedy

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provided by law, which remedies shall be concurrent and may be pursued simultaneously.

11. Foreclosure. In addition to any other right or remedy which Lender may now or hereafter have by law, Lender shall have the right and power (a) to foreclose this Mortgage by legal action, as provided by Illinois statute and the rules of practice relating thereto, and this paragraph shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules, and any amendment thereto; and (b) to enter upon and take possession of the Premises with the irrevocable consent of Borrower as given and evidenced by its execution of this instrument, and as Lender in possession, let the Premises, and receive all the rents, issues and profits thereof, which are overdue, due or to become due, and to apply the same, after the payment of all charges and expenses deemed by Lender to be necessary, on account of the indebtedness secured hereby, Borrower for itself and any subsequent owner of the Premises hereby agreeing to pay to Lender in advance a reasonable rent for the Premises occupied by it, and in default of so doing hereby agrees that it may be dispossessed by the usual legal proceeding available against any defaulting tenant of real estate and further agreeing to permit any action to be brought in its name to dispossess any tenant defaulting in the payment of rent to Lender or violating the terms of its occupancy, which right and power are effective and may be enforced either with or without any action to foreclose this Mortgage.

12. Application of Proceeds of Foreclosure. Upon a foreclosure sale of the Premises or any part thereof, the proceeds of such sale shall be applied in the following order:

A. to the payment of all Lender's costs of the suit of foreclosure, including reasonable attorneys and paralegals' fees and the costs of title searches and abstracts;

B. to the payment of all other expenses of Lender, including all sums expended by Lender and all other amounts payable by Borrower to Lender hereunder, with interest thereon;

C. to the payment of the principal and interest of the indebtedness secured hereby; and

D. to the payment of the surplus, if any, to Borrower or to whosoever shall be entitled thereto.

13. Appointment of Receiver. Upon or at any time after the filing of any bill, complaint or petition to foreclose this Mortgage, the court may, upon application of Lender, place the mortgagee in possession or appoint a receiver of the Premises. Such appointment may be made either before or after the sale, without notice, and without regard to the solvency or insolvency, at the time of application for appointment, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not, and without bond being required of the applicant. Such receiver or mortgagee in possession to the extent permitted by law shall have the power to take possession, control, and care of the Premises, and to collect the rent, issues and profits of the Premises during the pendency of such foreclosure, and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a

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redemption or not, as well as during any further times when Borrower, its successors and assigns, except for the intervention of such mortgagee in possession or 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 such mortgagee in possession or receiver to apply the net income from the Premises in payment in whole or in part of: (a) the costs of management of the Premises and collection of rents, including but not limited to the fees of the receiver or mortgagee in possession, premiums or receiver's bonds and reasonable attorneys' fees; (b) the indebtedness secured hereby or of any judgment foreclosing this Mortgage or any tax, special assessment, or other lien which may be or become superior to the lien hereof, or of such judgment, provided such application is made prior to foreclosure sale; and (c) the deficiency in case of sale and deficiency. Any such proceeding shall not prevent or retard the collection of said indebtedness by foreclosure or otherwise.

14. Lender's Right of Possession in Case of Default. In any case in which, under the provisions of this Mortgage, Lender has a right to institute foreclosure proceedings whether or not the entire principal sum secured hereby is declared to be immediately due as aforesaid or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, upon demand of Lender, Borrower shall immediately surrender to Lender and Lender shall be entitled to take actual possession of the Premises, or any part thereof, personally or by its agent or attorneys, and Lender in its discretion may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers, and accounts of Borrower to the then owner of the Premises relating thereto, and may exclude Borrower, its agents or servants, wholly therefrom and may, as attorney in fact or agent of Borrower, or in its own name as Lender and under the powers herein granted: (a) hold, operate, manage and control the Premises and conduct the business, if any, thereon, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Borrower; (b) cancel or terminate any lease or sublease of the Premises for any cause or on any ground which would entitle Borrower to cancel the same; (c) elect or disaffirm any lease or sublease of the Premises made subsequent to this Mortgage or subordinated to the lien hereof; (d) extend or modify any then existing leases of the Premises and make new leases therefor, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower and all persons whose interests in the Premises are subject to the lien hereof and to be binding also upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser; (e) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the

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Premises which Lender, in its discretion, deems appropriate; to insure and reinsure the Premises against all risks incidental to Lender's possession, operation, and management thereof and to receive all avails, rents, issues, and profits. Borrower represents and warrants that at the date of this Mortgage there are no leases with respect to the Premises.

15. Application of Income Received by Lender. Any avails, rents, issues and profits of the Premises received by Lender after having possession of the Premises, or pursuant to any assignment thereof to Lender under the provisions of this Mortgage, shall be applied in payment of or on account of the following, in such order as Lender (or in case of a receivership, as the court) may determine:

A. to the payment of the operating expenses of the Premises, including reasonable compensation to Lender or the receiver and its agent or agents, if management of the Premises has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, established claims for damages, if any, and premiums on insurance hereinabove authorized;

B. to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien of this Mortgage;

C. to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, to place said property in such condition as will, in the reasonable judgment of Lender or receiver, make it readily rentable;

D. to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale; and

E. any remaining funds to Borrower, its successors, or assigns, as their rights may appear.

16. Remedies Cumulative. Each and every of the rights, remedies and benefits provided to Lender herein shall be cumulative and shall not be exclusive of any other of said rights, remedies or benefits, or of any other rights, remedies, or benefits allowed by law. Any waiver by Lender of any default shall not constitute a waiver of any similar or other default.

17. Severability. Nothing contained herein or in the Note or any transaction related thereto, shall be construed or shall so operate either presently or prospectively, (a) to require Borrower to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate, or (b) to require Lender to make any payment or do any act contrary to law, and if any clause or provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such clauses and provisions only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect, and Lender shall be given a reasonable time to correct any error.

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18. Intentionally Omitted

19. Warrant and Defense of Title. At the time of the execution and delivery of this instrument Borrower is truly seized of the Premises in fee simple, free of all liens and encumbrances whatsoever, and will forever defend the same against any and all claims whatever, and the lien created hereby is and will be kept a first lien upon the Premises and every part thereof. Borrower shall pay when due all water charges, sewer service charges and all other amounts which might become a lien upon the Premises prior to this Mortgage and shall, upon written request, furnish to Lender duplicate receipts therefor.

20. Transfer of Property. If all or any part of the Premises or, in the event the Premises is held in a land trust, the beneficial interest of the trust holding title thereto is sold, transferred, conveyed, assigned or alienated, which shall include the execution of any form of installment agreements for deed or beneficial interest, by Borrower or the beneficiaries without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. However, Lender will grant a partial release on the property upon the sale of any home constructed on the premises by the Borrower.

21. Notices. All notices, demands and communications required or desired to be given in connection herewith shall be in writing and shall be deemed to have been duly given on the date received if delivered personally or on the third day after mailing if sent by certified or registered mail, return receipt requested, postage pre-paid and addressed as follows:

A. if to Borrower, then to:

Douglas Dianovsky and Myunghyun Kim
1757 Eastwood Court, #4
Schaumburg, IL 60193

B. if to Lender, then to:

Ronald Dianovsky and Narcissa Dianovsky
1111 W. White Oak Street
Arlington Heights, IL 60005

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22. Construction. This Mortgage shall be construed in accordance with the laws of the state of Illinois.

A. Time is of the essence of this Mortgage, it being understood that delays by Borrower in the performance hereunder may cause substantial damage to Lender.

B. No waiver by Lender of any breach by Borrower hereunder shall be construed as a waiver of any subsequent breach hereunder.

C. The "Paragraphs" and "Subparagraphs" referred to in this Mortgage are the numbered Paragraphs and Subparagraphs of this Mortgage, unless another instrument is clearly referred to. The captions of the various Paragraphs and Subparagraphs herein are for convenience only, and are not to be construed as part of this Mortgage or as defining or limiting in any way the scope or intent of any provision hereof. The words "including" or "include" shall generally mean "including, but not limited to" the circumstances or incident following such words, unless the context clearly requires a different interpretation.

D. Borrower represents and warrants to Lender that there are no brokerage commissions or fees of any nature due with respect to the Loan.

E. If Borrower has deposited or shall hereafter deposit any funds over and above the proceeds of this Loan, Lender's sole responsibility with respect to the disbursement of such funds shall be to follow the same procedures as are normally followed by Lender in the disbursement of its own funds, and Lender shall have no responsibility beyond the exercise of good faith.

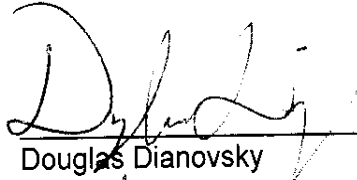
F. Upon request of Lender during the term of this Agreement, Borrower will promptly: (1) supply Lender with such information concerning its affairs as Lender may reasonably request from time to time hereafter; (2) notify Lender of any condition or event which constitutes an Event of Default; (3) permit Lender or any of Lender's agents or representatives to have access to and to examine all of its books and records regarding the Improvements or the Premises at any time or times hereafter during business hours; and (4) permit Lender to copy and make abstracts from any and all of said books and records, which information will be kept confidential by Lender, except to the extent necessary to comply with any federal, state or local laws, rules or regulations.

G. All of the covenants and conditions hereof shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of Borrower and Lender, respectively, and all persons claiming through or under them.

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H. This Mortgage may be executed in multiple counterparts, each of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Mortgage was executed by Borrower as of the day and year first set forth above.



Douglas Dianovsky




Myunghyun Kim

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

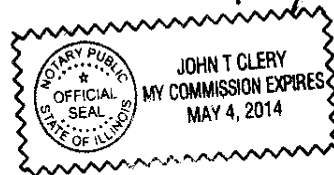
I, the undersigned, a notary public, in and for the county and state as aforesaid, do hereby certify that Douglas Dianovsky and Myunghyun Kim, personally known to me to be the persons who signed this document, and personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and severally acknowledged that as such he signed and delivered the said instrument and, as his free and voluntary act, and as the free and voluntary, for the uses and purposes therein set forth.



NOTARY PUBLIC

Dated: October 9, 2012

My commission expires: 5/4/14



Property of Cook County Clerk's Office

RETURN TO: ↓

This instrument was prepared by John T. Clery, 1111 Plaza Drive, Suite 580, Schaumburg, IL 60173

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EXHIBIT A
 07-10-101-039-1040
 1757 EASTWOOD CT. #4
 SCHAUMBURG IL 60195

PARCEL 1:

UNIT NUMBER 4 IN THE TWELVE OAKS AT SCHAUMBURG CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 1, 2, OUTLOT "A" AND OUTLOT "B" IN GARDEN GLEN, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED OCTOBER 6, 1986 AS DOCUMENT 86459348 AS AMENDED BY AMENDED PLAT RECORDED DECEMBER 28, 2006 AS DOCUMENT NUMBER 0636209030, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0700209057; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 2: (AMANDA LANE)

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID CREATED BY GRANT OF EASEMENT FOR INGRESS AND EGRESS RECORDED SEPTEMBER 9, 1982 AS DOCUMENT 26345788 AND AMENDED BY INSTRUMENT RECORDED SEPTEMBER 15, 1988 AS DOCUMENT 88421690 OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THE NORTH 27.0 FEET OF THE SOUTH 37.0 FEET OF THE EAST 673.82 FEET OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING A BITUMINOUS PAVED DRIVE WITH CONCRETE CURBING FOR INGRESS AND EGRESS, EXCEPTING THEREFROM THE WEST 17.00 FEET OF THE EAST 50.00 FEET OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF A CERTAIN PIECE OF PROPERTY ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION, AS A PERMANENT EASEMENT RECORDED ON APRIL 23, 1957 AS DOCUMENT 16885123.

PARCEL 3: (LAKE EASEMENT)

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID CREATED BY GRANT OF EASEMENT FOR INGRESS AND EGRESS TO, AND USE OF, LAKE RECORDED SEPTEMBER 9, 1982 AS DOCUMENT 26345787, AND THE AMENDMENT THERETO RECORDED JUNE 15, 2006 AS DOCUMENT NO. 0616610044, ALONG, AROUND AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A BRONZE MARKER AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE SOUTH 87 DEGREES, 17 MINUTES, 23 SECONDS WEST ALONG THE

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SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 10, A DISTANCE OF 671.54 FEET; THENCE NORTH 02 DEGREES, 42 MINUTES, 37 SECONDS WEST, A DISTANCE OF 252.00 FEET; THENCE NORTH 87 DEGREES, 17 MINUTES, 23 SECONDS EAST, A DISTANCE OF 50.22 FEET; THENCE NORTH 02 DEGREES, 42 MINUTES, 37 SECONDS WEST, A DISTANCE OF 257.90 FEET TO THE SOUTH BACK OF EXISTING CURB OF KRISTIN DRIVE, (A PRIVATE DRIVE) FOR A POINT OF BEGINNING; THENCE SOUTH 87 DEGREES, 17 MINUTES, 23 SECONDS WEST ALONG THE BACK OF CURB, A DISTANCE OF 6.95 FEET TO A POINT OF CURVE; THENCE WESTERLY, NORTHERLY, AND EASTERLY ALONG THE EXISTING CURB, EXISTING CURB FORMING AN ARC OF A CIRCLE (CONVEX WESTERLY, HAVING A RADIUS OF 153.20 FEET, CHORD NORTH 22 DEGREES, 12 MINUTES, 46 SECONDS WEST, A DISTANCE OF 288.82 FEET), A DISTANCE OF 377.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 48 DEGREES, 17 MINUTES, 05 SECONDS EAST ALONG THE BACK OF THE NORTH CURB, A DISTANCE OF 199.86 FEET TO A POINT OF CURVE; THENCE EASTERLY ALONG THE ARC OF A CIRCLE (CONVEX NORTH, ALONG THE NORTH BACK OF EXISTING CURB, HAVING A RADIUS OF 233.50 FEET, CHORD NORTH 51 DEGREES, 12 MINUTES, 31 SECONDS EAST, A DISTANCE OF 23.82 FEET), A DISTANCE OF 23.83 FEET TO THE END OF THE EXISTING CURB; THENCE CONTINUING ALONG THE ARC OF THE LAST DESCRIBED CIRCLE, (CHORD NORTH 66 DEGREES, 12 MINUTES, 31 SECONDS EAST, A DISTANCE OF 97.70 FEET), A DISTANCE OF 98.43 FEET TO THE POINT OF TANGENCY; THENCE NORTH 78 DEGREES, 17 MINUTES, 05 SECONDS, A DISTANCE OF 335.52 FEET TO A POINT OF CURVE; THENCE EASTERLY ALONG THE ARC OF A CIRCLE (CONVEX NORTH HAVING A RADIUS OF 527.57 FEET, CHORD NORTH 84 DEGREES, 03 MINUTES, 25 SECONDS EAST, A DISTANCE OF 106.12 FEET), A DISTANCE OF 106.30 FEET TO THE WEST LINE OF THE LAND GRANTED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION FOR PERPETUAL EASEMENT IN DOCUMENT 16885123; THENCE SOUTH 00 DEGREE, 05 MINUTES, 04 SECONDS EAST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 479.31 FEET TO THE BACK LINE OF THE EXISTING NORTH CURB OF KRISTIN DRIVE, (A PRIVATE DRIVE); THENCE SOUTH 87 DEGREES, 22 MINUTES, 08 SECONDS WEST ALONG THE BACK OF SAID NORTH CURB OF KRISTIN DRIVE, A DISTANCE OF 125.18 FEET; THENCE NORTH 02 DEGREES, 42 MINUTES, 37 SECONDS WEST, A DISTANCE OF 61.82 FEET; THENCE SOUTH 87 DEGREES, 17 MINUTES, 23 SECONDS WEST, A DISTANCE OF 36.86 FEET; THENCE NORTH 02 DEGREES, 42 MINUTES, 37 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 87 DEGREES, 17 MINUTES, 23 SECONDS WEST, A DISTANCE OF 11.30 FEET; THENCE NORTH 02 DEGREES, 42 MINUTES, 37 SECONDS WEST ALONG A LINE 5.00 FEET EAST OF AND PARALLEL WITH THE EAST WALL OF AN EXISTING ONE-STORY BRICK BUILDING, A DISTANCE OF 68.86 FEET; THENCE SOUTH 87 DEGREES, 17 MINUTES, 23 SECONDS WEST ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH SAID BUILDING, A DISTANCE OF 109.34 FEET; THENCE NORTH 02 DEGREES, 40 MINUTES, 22 SECONDS EAST, A DISTANCE OF 9.93 FEET; THENCE SOUTH 87 DEGREES, 19 MINUTES, 38 SECONDS WEST ALONG A LINE 5.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE CORNER POSTS OF THE NORTHERLY SWIMMING POOL FENCE, A DISTANCE OF 102.88 FEET; THENCE SOUTH 02 DEGREES, 53 MINUTES, 22 SECONDS EAST ALONG A LINE 5.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE CORNER POSTS OF THE EXISTING SWIMMING POOL FENCE, A DISTANCE OF 50.27 FEET; THENCE SOUTH 87 DEGREES, 21 MINUTES, 38 SECONDS WEST ALONG A LINE 5.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE CORNER POSTS OF THE TENNIS COURT FENCE, A DISTANCE OF 132.35 FEET; THENCE SOUTH 02 DEGREES, 38 MINUTES, 52 SECONDS EAST ALONG A LINE 5.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE CORNER POSTS OF EXISTING TENNIS COURT FENCE, A DISTANCE OF 139.95 FEET TO THE BACK OF THE AFORESAID NORTH CURB OF KRISTIN DRIVE, (A PRIVATE DRIVE); THENCE SOUTH 87 DEGREES, 22 MINUTES, 08 SECONDS WEST ALONG THE NORTH CURVE OF KRISTIN DRIVE, A DISTANCE OF 59.83 FEET; THENCE SOUTH 02 DEGREES, 42 MINUTES, 37 SECONDS EAST, A DISTANCE OF 27.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.