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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1311613015 Fee: \$54.00
RHSP Fee:\$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/26/2013 09:12 AM Pg: 1 of 9

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN: 17-04-113-100-1073**

Address:

Street: 718 W. Evergreen Avenue

Street line 2: Unit A

City: Chicago

State: IL

ZIP Code: 60610

Lender: T. H. MOHR & ELIZABETH MOHR

Borrower: MARGARET C. MOHR

Loan / Mortgage Amount: \$153,107.05

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: 48BD6121-2B7C-4DFC-BE80-4D8E5D8CC2D0

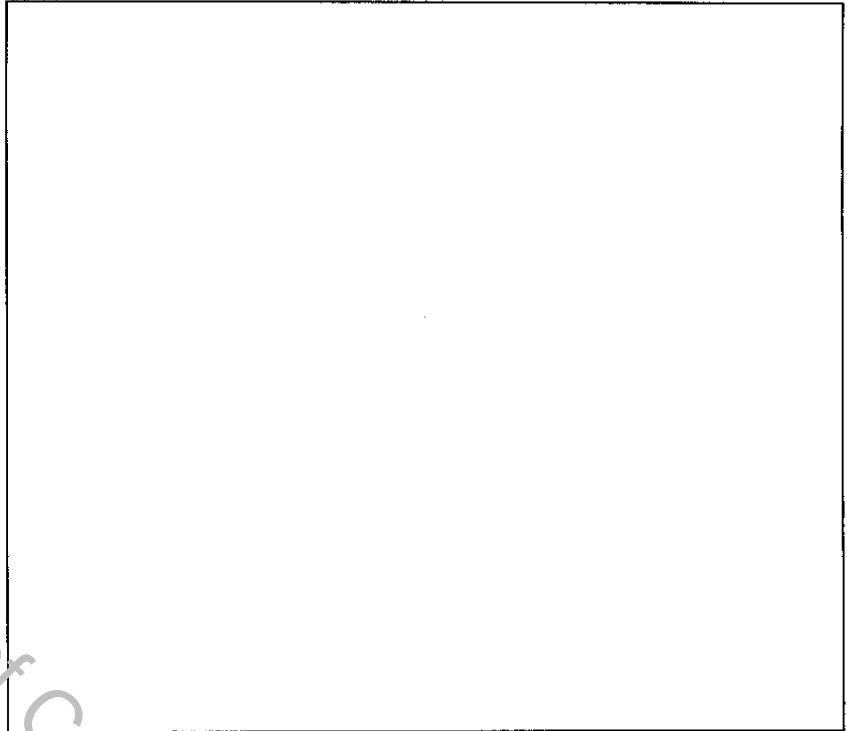
Execution date: 04/15/2013

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PREPARED BY:

MAIL TO:

SEND TAX NOTICES TO:



Property of County Clerk's Office

THIS MORTGAGE (the "Mortgage") is made as of the 15th day of APRIL, 2013, by Margaret C. Mohr ("Mortgagor"), to and for the benefit of T.H. Mohr & Elizabeth Mohr ("Mortgagee").

RECITALS:

WHEREAS, on JANUARY 1st, 2013, Mortgagor executed a promissory note (the "Note") whereby Mortgagor, Margaret C. Mohr agreed to deliver installment payments to Mortgagee for a certain period of time pursuant to the terms of the Note;

WHEREAS, the Note evidences a debt in the initial principal amount of \$153,107.05 ~~Thousand and 00/100 Dollars (\$,000.00)~~ (the "Indebtedness"), payable per the terms contained therein, and secured, in part, by this Mortgage (the Note and the Mortgage are sometimes collectively referred to herein as the "Loan Documents");

WHEREAS, as a condition precedent to Mortgagee's extension of the Note to Mortgagor and to secure Mortgagor's performance of its obligations under the Note, Mortgagee requires that Mortgagor execute and deliver this Mortgage to Mortgagee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

GRANTING CLAUSES

Mortgagor hereby mortgages, grants, assigns, remises, releases, warrants and conveys to Mortgagee, its successors and assigns, and grants a security interest in, the following described property, rights and interests (referred to collectively herein as "Premises"), all of which

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property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily:

THE REAL ESTATE located in the State of Illinois and legally described on Exhibit A attached hereto and made a part hereof (the "Real Estate");

TOGETHER WITH all improvements of every nature whatsoever now or hereafter situated on the Real Estate, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of Mortgagor;

TOGETHER WITH all easements, rights of way, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same; and

TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

TO HAVE AND TO HOLD the Premises, unto Mortgagee, its successors, assigns, heirs and legatees forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any Event of Default (hereinafter defined);

FOR THE PURPOSE OF SECURING: (i) the repayment of the Note and all interest and late charges, together with any extensions, modifications, renewals or re-financings of any of the foregoing; (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor or any other obligor to or benefiting Mortgagee which are evidenced or secured by or otherwise provided in the Note or this Mortgage; and (iii) the reimbursement to Mortgagee of any and all sums incurred, expended or advanced by Mortgagee pursuant to any term or provision of or constituting additional indebtedness under or secured by the Note or this Mortgage, with interest thereon as provided herein or therein.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. **Title.** Mortgagor represents, warrants and covenants that (a) Mortgagor is the equitable title-holder to the Premises, free and clear of all liens and encumbrances, except (i) the Note in the original principal amount of \$193,107.05 Thousand and 00/100 Dollars (\$____,000.00) in favor of T. H. Mohr & Elizabeth (~~Senior Lender~~) (the "~~Permitted Exception~~"); and (b) Mortgagor has legal power and authority to mortgage and convey the Premises.

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2. **Covenants.** Mortgagor covenants that, so long as any portion of the Liabilities remains unpaid, Mortgagor will:

a. pay when due the liabilities in accordance with the terms of the Note and this Mortgage and duly perform and observe all of the terms, covenants and conditions to be observed and performed by Mortgagor under the Note and this Mortgage;

b. pay when due any indebtedness which may be secured by a permitted lien or charge on the Premises on a parity with, superior to or inferior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgagee (subject to Mortgagor's right to contest liens as permitted by the terms of Section 23 hereof).

3. **Insurance.**

a. Mortgagor shall at all times keep all improvements now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee, and made a part hereof, and such other insurance as Mortgagee may from time to time reasonably require.

b. If insurance proceeds are made available by Mortgagee to Mortgagor, Mortgagor shall comply with the following conditions:

i. Before commencing to repair, restore or rebuild following damage to, or destruction of, all or a portion of the Premises, whether by fire or other casualty, Mortgagor shall obtain from Mortgagee its approval of all site and building plans and specifications pertaining to such repair, restoration or rebuilding.

ii. Prior to each payment or application of any insurance proceeds to the repair or restoration of the improvements upon the Premises to the extent permitted in subparagraph c above (which payment or application may be made, at Mortgagee's option, through an escrow, the terms and conditions of which are satisfactory to Mortgagee and the cost of which is to be borne by Mortgagor), Mortgagee shall be satisfied as to the following:

(1) no Event of Default or any event which, with the passage of time or giving of notice would constitute an Event of Default, has occurred;

(2) either such Improvements have been fully restored, or the expenditure of money as may be received from such insurance proceeds will be sufficient to repair, restore or rebuild the Premises, free and clear of all liens, claims and encumbrances, except the lien of this Mortgage and the Permitted Exceptions, or, if such insurance proceeds shall be insufficient to repair, restore and rebuild the Premises, Mortgagor has deposited with Mortgagee such amount of money which, together with the insurance proceeds shall be sufficient to restore, repair and rebuild the Premises; and

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(3) prior to each disbursement of any such proceeds, Mortgagee shall be furnished with a statement of Mortgagee's architect (the cost of which shall be borne by Mortgagor), certifying the extent of the repair and restoration completed to the date thereof, and that such repairs, restoration, and rebuilding have been performed to date in conformity with the plans and specifications approved by Mortgagee and with all statutes, regulations or ordinances (including building and zoning ordinances) affecting the Premises; and Mortgagee shall be furnished with appropriate evidence of payment for labor or materials furnished to the Premises, and total or partial lien waivers substantiating such payments.

iii. If Mortgagor shall fail to restore, repair or rebuild the Improvements within a time deemed satisfactory by Mortgagee, then Mortgagee, at its option, may (a) commence and perform all necessary acts to restore, repair or rebuild the said Improvements for or on behalf of Mortgagor, or (b) declare an Event of Default. If insurance proceeds shall exceed the amount necessary to complete the repair, restoration or rebuilding of the Improvements, such excess shall be applied on account of the Liabilities irrespective of whether such Liabilities is then due and payable without payment of any premium or penalty.

4. **Effect of Extensions of Time and Other Changes.** If the payment of the Liabilities or any part thereof is extended or varied, if any part of any security for the payment of the Liabilities is released, if the rate of interest charged under the Note is changed or if the time for payment thereof is extended or varied, all persons now or at any time hereafter liable therefor, or interested in the Premises or having an interest in Mortgagor, shall be held to assent to such extension, variation, release or change and their liability and the lien and all of the provisions hereof shall continue in full force, any right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation, release or change.

5. **Events of Default; Acceleration.** Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

a. Mortgagor fails to pay (i) any installment of principal or interest payable pursuant to the Note on the date when due, or (ii) any other amount payable to Lender under the Note or this Mortgage within five (5) days after the date when any such payment is due in accordance with the terms hereof or thereof;

b. Mortgagor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor under the Note; provided, however, that if such failure by its nature can be cured, then so long as the continued operation and safety of the Premises, and the priority, validity and enforceability of the liens created by the Mortgage or the Note and the value of the Premises are not impaired, threatened or jeopardized, then Mortgagor shall have a period (the "Cure Period") of thirty (30) days after Mortgagor obtains actual knowledge of such failure or receives written notice of such failure to cure the same and an Event of Default shall not be

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deemed to exist during the Cure Period, provided further that if Mortgagor commences to cure such failure during the Cure Period and is diligently and in good faith attempting to effect such cure, the Cure Period shall be extended for thirty (30) additional days, but in no event shall the Cure Period be longer than sixty (60) days in the aggregate; or

c. the occurrence of the death or declaration of legal incompetency of any individual maker(s) of the Note.

6. Foreclosure; Expense of Litigation.

a. When all or any part of the Liabilities shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Liabilities or part thereof and/or exercise any right, power or remedy provided in this Mortgage or the Note in accordance with the Illinois Mortgage Foreclosure Act (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) (as may be amended from time to time, the "Act").

7. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in accordance with the Act and, unless otherwise specified therein, in such order as Mortgagee may determine in its sole and absolute discretion.

8. Compliance with Illinois Mortgage Foreclosure Law.

a. If any provision in this Mortgage shall be inconsistent with any provision of the Act, provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

9. Miscellaneous.

a. Successors and Assigns. This Mortgage and all provisions hereof shall be binding upon and enforceable against Mortgagor and its assigns and other successors. This Mortgage and all provisions hereof shall inure to the benefit of Mortgagee and his successors, assigns, heirs and legatees and any holder or holders, from time to time, of the Note.

b. Invalidity of Provisions; Governing Law. In the event that any provision of this Mortgage is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Mortgagor and Mortgagee shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Mortgage and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect. This Mortgage is to be construed in accordance with and governed by the laws of the State of Illinois.

c. Complete Agreement. This Mortgage and the Note constitute the complete agreement between the parties with respect to the subject matter hereof and such documents may not be modified, altered or amended except by an agreement in writing signed by both Mortgagor and Mortgagee.

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IN WITNESS WHEREOF, Mortgagor has executed and delivered this Mortgage the day and year first above written.

MORTGAGOR:

Margaret A. Mohr
Margaret A. Mohr

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Completed By: Ginali Associates, P.C.
947 N. Plum Grove Road, Schaumburg, IL 60173

THIS INSTRUMENT, made on the 10 day of January, 2012, by and between **Sabr Mortgage Loan 2008-1 REO Subsidiary-1 LLC**, hereinafter referred to as Grantor, and duly authorized to transact business in the State of Illinois, party of the first part, and **Margaret Mohr**, party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said corporation, by these presents does REMISE, RELEASE, ALIENATE AND CONVEY unto the party of the second part, **Margaret Mohr** and her heirs and assigns, FOREVER, all the following described real estate, situated in the County of Cook, State of Illinois known and described as follows, to wit:

UNIT NUMBER 718-A IN THE NORTH TOWN VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 2, 4 THROUGH 25, 27 THROUGH 30 AND 33 THROUGH 38 IN NORTH TOWN VILLAGE BEING A SUBDIVISION OF PART OF VARIOUS LOTS, BLOCKS, STREET AND ALLEYS IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, **Margaret Mohr** and her heirs and assigns forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, **Margaret Mohr** and her heirs and assigns, that it has not done, or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND as to matters of title.

Permanent Real Estate Numbers: 17-04-113-100-1073

Address of the Real Estate: 718 West Evergreen Avenue Unit A
Chicago, IL 60610

Asset 706441060

EXHIBIT A
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