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Illinois Anti-Predatory Lending Database Program



1318434022

Certificate of Exemption

Doc#: 1318434022 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/03/2013 09:31 AM Pg: 1 of 10

A13-1175MM

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 14-29-222-036-1053

Address:

Street: 811 W Oakdale Ave, Unit 811-2

Street line 2:

City: Chicago

State: IL

ZIP Code: 60657

Lender: Therese A Rooney 2007 Revocable Trust dated December 17, 2007

Borrower: Gregory M Shuff and Cari B Janssen

Loan / Mortgage Amount: \$295,619.94

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.

10

Certificate number: 219165D2-7D8A-47CF-AB9A-9987EB61FBF1

Execution date: 06/27/2013

UNOFFICIAL COPY**This Document Prepared By
and After Recording Return to:**

Paul G. Reis, Esquire
Krieg DeVault LLP
12800 North Meridian Street, Suite 300
Carmel, Indiana 46032

Address of Property:

811 W. Oakdale Avenue, ~~Apartment 3~~
Unit No. 811-3
Chicago, Illinois 60657

PIN No.: 14-29-222-036-1053

A13-1175MM

MORTGAGE

This Mortgage ("Mortgage") is made as of the 27th day of June 2013, by Gregory M. Shuff and Cari B. Janssen, (collectively referred to herein as "Mortgagor"), in favor of the Therese A. Rooney 2007 Revocable Trust dated December 17, 2007 ("Mortgagee").

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, including the extension of certain indebtedness to Mortgagor which is secured hereby, the receipt of which is hereby acknowledged, Mortgagor hereby irrevocably and unconditionally mortgages, warrants, grants, transfers, pledges, sets over, bargains, sells, conveys and assigns to Mortgagee, and transfers and grants to Mortgagee a security interest in, all estates, rights, title and interest which Mortgagor now has or may later acquire in and to the following properties, rights and interests:

A. The real estate located in Cook County, Illinois that is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof (hereinafter referred to as the "Real Estate");

B. All of the present and future estates, interests and rights of Mortgagor in and to (i) the Real Estate, and (ii) all real estate in which Mortgagor may now or hereafter acquire an interest by reason of any accession or accretion with respect to the Real Estate;

C. All structures, improvements and fixtures (including but not limited to all lighting fixtures and mechanical equipment) now or hereafter erected or placed in or upon the Real

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Estate or now or hereafter attached to or used in connection with the Real Estate to the extent such items may be considered part of the Real Estate under applicable law;

D. All tenements, hereditaments, easements, appurtenances and other rights and privileges thereunto now or hereafter attaching and belonging, or in any way appertaining to the Real Estate;

E. All rents, issues, profits, income, cash, proceeds, accounts, accounts receivable, instruments, insurance proceeds, deposit and other accounts, contract rights and general intangibles arising of or from the Real Estate or the improvements from time to time located thereon;

F. All interests, estates or other rights and claims, arising in law or in equity, which Mortgagor now has or may hereafter acquire in any of the foregoing, including without limitation any greater estate Mortgagor may hereafter acquire in the Real Estate or improvements located thereon;

G. All insurance policies relating to the Mortgaged Premises and all claims and rights to payment of proceeds and other sums payable thereunder or in connection therewith;

H. All awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Mortgaged Premises, including any awards for damages sustained to the Mortgaged Premises, for a temporary taking, change of grade of streets or taking of access;

I. All present and future building permits, operating permits, variances, licenses, governmental approvals, utility permits and other permits, licenses and agreements relating to the construction, equipping, operation or maintenance of the Mortgaged Premises including, without limitation, all warranties and contract rights, whether now owned by Mortgagor or hereafter acquired or arising;

J. All present and future contracts or agreements for the design, construction, furnishing and equipping of the improvements located or to be located on the Mortgaged Premises, together with any existing or future changes, extensions, revisions, modifications, guarantees of performance or warranties of any kind thereunder, whether now owned by Mortgagor or hereafter acquired or arising; and

K. All present and future service and other agreements relating to the operation, management, maintenance and repair of the Mortgaged Premises or the buildings and improvements thereon, whether now owned by Mortgagor or hereafter acquired or arising.

The interests, estates and other rights, intangible property and claims described in paragraphs A through K are hereinafter collectively referred to as the "Mortgaged Premises". Mortgagor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND the title

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to said Mortgaged Premises for the benefit of Mortgagee against every person whomsoever claiming or to claim the same or any part thereof

This Mortgage is given to secure performance by Mortgagor of the covenants and agreements contained in this Mortgage and to secure payment of: (i) the principal of and interest on the indebtedness evidenced by a certain promissory note ("Note"), of even date herewith, executed and delivered by Mortgagor to Mortgagee in the principal sum of Two Hundred Ninety-five Thousand Six Hundred Nineteen and 94/100 Dollars (\$295,619.94), with the final payment due on July 1, 2022, and with interest computed on the unpaid balance from time to time at the rate(s) set forth therein, and any other amounts payable to Mortgagee pursuant to the terms and provisions of the Note ("Primary Debt"); (ii) all sums advanced and costs and expenses incurred by Mortgagee which are made or incurred pursuant to, or allowed by, the terms of this Mortgage, plus interest thereon at the rate set forth therein ("Default Rate") from the date paid or incurred until reimbursement ("Advancements"); (iii) all costs of repossession, collection, disposition and reasonable attorneys' fees and expenses incurred by Mortgagee ("Costs"); (iv) all other indebtedness, obligations and liabilities of Mortgagor (and each of them, if more than one) to Mortgagee, now existing or hereafter arising, whether fixed or contingent, direct or indirect, primary or secondary, joint or several, and regardless of how created or evidenced ("Additional Liabilities"); and (v) any and all extensions or renewals of any of the foregoing indebtedness ("Extensions"). (Hereinafter, the Primary Debt, Advancements, Costs, Additional Liabilities and Extensions are referred together as the "Indebtedness")

Mortgagor hereby further covenants with the Mortgagee as follows:

1. **Payment of Sums Due.** Mortgagor covenants and agrees to promptly pay the principal of and interest on the Primary Debt and the other Indebtedness, as and when the payment(s) thereof become due, all without relief from valuation and appraisal laws and with attorneys' fees. Payments are deemed received by Mortgagee when received at the location designated in the Note or at such other location as may be designated by Mortgagee in accordance with the notice provisions in Section 14. Mortgagee may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Mortgagee may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Mortgagee is not obligated to apply such payments at the time such payments are accepted. If Mortgagee applies each Periodic Payment as of the scheduled due date for such payment, then Mortgagee is not required to pay interest on any unapplied funds. "Periodic Payment" means the regularly scheduled amount due for principal and interest under the Note. Mortgagee may hold such unapplied funds until Mortgagor makes payment in an amount sufficient to bring the Loan current. If Mortgagor does not do so within a reasonable period of time, Mortgagee shall either apply such funds or return them to Mortgagor. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Mortgagor might have now or in the future against Mortgagee shall relieve Mortgagor from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Mortgagee shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Mortgagee receives a payment from Mortgagor for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Mortgagee may apply any payment received from Mortgagor to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Care and Condition of Mortgaged Premises.** Mortgagor shall: (a) promptly repair, restore or rebuild the Mortgaged Premises, or any portion thereof, which is damaged or destroyed; (b) keep the Mortgaged Premises in good condition and repair, without waste, and free from encroachments and from mechanic's or materialman's lien or claims for lien not expressly subordinated to this Mortgage; (c) pay when due any indebtedness which may be secured by a lien or charge on the Mortgaged Premises, whether or not superior to the lien of this Mortgage; and (d) comply with all requirements of law and covenants and restrictions of record applicable to the Mortgaged Premises or its use.

4. **Warranties, Liens.** Mortgagor covenants and warrants that: (a) Mortgagor is lawfully seized of the Real Estate in fee simple, has valid and indefeasible title to the Mortgaged Premises and has a good and legal right to convey and mortgage the Mortgaged Premises; and (b) the Mortgaged Premises is and will remain free from all liens and encumbrances except only mortgages and liens in favor of Mortgagee and any mortgage lien specifically approved by the Mortgagee in writing, and Mortgagor will warrant and defend title to the Mortgaged Premises against all claims made thereon. Mortgagor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Mortgaged Premises which can attain priority over this Mortgage, as well as any Community Association Dues, Fees, and Assessments. Mortgagor shall promptly discharge any lien which has priority over this Mortgage unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee, but only so long as Mortgagor is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Mortgagee's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to

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Mortgagee subordinating the lien to this Mortgage. If Mortgagee determines that any part of the Mortgaged Premises is subject to a lien which can attain priority over this Mortgage, Mortgagee may give Mortgagor a notice identifying the lien. Within 10 days of the date on which that notice is given, Mortgagor shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

5. **Insurance.** Mortgagor will keep the Mortgaged Premises insured against loss by fire, extended casualty, vandalism, malicious mischief and such other hazards as reasonably may be required from time to time by Mortgagee for the benefit and protection of Mortgagee, (together, the "Required Insurance"). Any monies received as payment for any loss under any of the Required Insurance shall be paid over to Mortgagor and may be applied, at the option of Mortgagor, either to the prepayment of all of the Indebtedness, without premium, or for expenses incurred by Mortgagor in the restoration or repair of the Mortgaged Premises. All insurance policies shall include a standard mortgage clause, and shall name Mortgagee as mortgagee and/or as an additional loss payee.

6. **Taxes.** Mortgagor will pay and discharge or cause to be paid and discharged when due, and before any penalty attaches, all taxes (including real and personal property taxes), general and special assessments, water and sewer rents or assessments, and all other governmental and municipal charges and impositions of any kind imposed upon or assessed against Mortgagor or the Mortgaged Premises, or any part thereof, or arising in respect of the occupancy, use or possession thereof.

7. **Protection of Security by Mortgagee.** Mortgagee may, at Mortgagee's option, but without any duty or obligation of any sort to do so and without in any way waiving or relieving any default by Mortgagor, make any payment and perform any act required of Mortgagor by this Mortgage, including but not limited to, payment of insurance premiums, taxes, assessments, repair expenses and prior liens and encumbrances. All expenses so incurred, including reasonable attorneys' fees, and any other reasonable expenses incurred by Mortgagee to protect the Mortgaged Premises shall constitute Advancements and shall be immediately due and payable by Mortgagor.

8. **Transfer of Mortgaged Premises.** Mortgagor shall not, without the prior written consent of Mortgagee, lease, transfer, sell, contract to sell or in any way further encumber all or any part of the Mortgaged Premises.

9. **Condemnation.** If all or any part of the Mortgaged Premises is taken or damaged pursuant to an exercise, or threat of exercise, of the power of eminent domain, the entire proceeds of the award or compensation payable in respect of the part so taken or damaged shall be paid directly to Mortgagor. The proceeds of any award or compensation actually received by Mortgagor after deduction therefrom of all costs and expenses including reasonable attorneys' fees incurred by Mortgagor in connection with the taking, at Mortgagor's option, shall be applied, without premium, in part or entirely to payment of the Indebtedness or to restoration of the Mortgaged Premises.

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10. **Default and Acceleration.** Time is of the essence of this Mortgage. Upon the occurrence of any "Event of Default" (as hereinafter defined), and at any time thereafter, then, in any and every such case, the entire Indebtedness shall, at the option of Mortgagee, become immediately due and payable without any notice, presentment, demand, protest, notice of protest, or other notice of dishonor or demand of any kind, all of which are hereby expressly waived by Mortgagor, and Mortgagee shall have the right immediately to foreclose the mortgage lien created by this Mortgage against the Mortgaged Premises, to enforce every other security interest created by this Mortgage and to institute any action, suit or other proceeding which Mortgagee may deem necessary or proper for the protection of its interests. The following shall each constitute an "Event of Default" for purposes of this Mortgage:

- (a) default in the payment when due of any of the Indebtedness, or in the performance of any covenant or term of this Mortgage;
- (b) lease, sublease, assignment, sale, contracting for sale, transfer or encumbrance of all or any part of the Mortgaged Premises, without Mortgagee's prior written consent;
- (c) both undersigned parties no longer jointly occupy the Mortgaged Premises; or
- (d) institution of proceedings to enforce or foreclose any mortgage or lien upon all or any part of the Mortgaged Premises.

11. **Foreclosure and Application of Proceeds.** All expenses which may be paid or incurred by or on behalf of Mortgagee in connection with the foreclosure of this Mortgage for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, publication costs and cost of procuring all title searches, policies and examinations and similar data and assurances with respect to title as Mortgagee reasonably may deem necessary to prosecute such suit shall constitute Advancements, shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate, and shall be allowed and included as Indebtedness in the judgment for sale. The proceeds of any foreclosure sale of the Mortgaged Premises shall be distributed and applied in the following order or priority: First, on account of all Advancements incident to the foreclosure proceedings and all Costs; second, all other items which under the terms of this Mortgage constitute Indebtedness additional to the Primary Debt; third, all principal, interest and other amounts remaining unpaid on the Primary Debt; and fourth, any remainder to the person or persons entitled thereto as determined by the court in the foreclosure proceedings.

12. **No Exclusive Remedy.** Each and every right, power and remedy conferred upon or reserved to Mortgagee in this Mortgage is cumulative and shall be in addition to every other right, power and remedy given in this Mortgage or now or hereafter existing at law or in equity. No delay or omission of Mortgagee in the exercise of any right, power or remedy shall be construed to be a waiver of any Event of Default or any acquiescence therein.

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13. **Governing Law; Severability; Rules of Construction.** This Mortgage shall be governed by the laws of the jurisdiction in which the Mortgaged Premises are located. All rights and obligations contained in this Mortgage are subject to any requirements and limitations of applicable law. In the event any one or more of the provisions of this Mortgage for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Mortgage. As used in this Mortgage: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

14. **Notices.** All notices pursuant to this Mortgage shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified United States mail, addressed to Mortgagor at the following address:

Gregory M. Shuff and Cari B. Janssen
811 W. Oakdale Avenue, Apartment 3
Chicago, Illinois 60657

and to Mortgagee at the following address:

c/o Therese A. Rooney
7720 North College Avenue
Indianapolis, Indiana 46240

or at such other place as either party may, by notice in writing, designate as a place for service of notice.

15. **Joint and Several Liability; Successors and Assigns.** Mortgagor covenants and agrees that Mortgagor's obligations and liability shall be joint and several. This Mortgage shall: (a) run with the land; (b) apply and extend to, be binding upon and inure to the benefit of Mortgagor, Mortgagor's heirs, administrators, successors and assigns and all persons claiming under or through Mortgagor, and the word "Mortgagor" shall include all such persons; and (c) shall apply and extend to, be binding upon and inure to the benefit of Mortgagee and Mortgagee's successors and assigns. The word "Mortgagee" shall include the successors and assigns of Mortgagee, and the holder or holders, from time to time, of the Note and any other Indebtedness instruments.

16. **Miscellaneous.** The captions in this Mortgage are for convenience only and do not define or limit the provisions of this Mortgage. All changes to this Mortgage must be in writing signed by Mortgagee and, if this Mortgage is recorded, shall not be effective until being recorded. The Note and this Mortgage constitute the entire understanding and agreement between Mortgagor and Mortgagee with respect to the transactions arising in connection with the Indebtedness, and

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supersede all prior written or oral understandings and agreements between Mortgagor and Mortgagee with respect to the matters addressed in the Note and this Mortgage. Except as incorporated in writing into the Note and this Mortgage, there are no representations, understandings, stipulations, agreements or promises, oral or written, with respect to the matters addressed in the Loan Documents.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage this 27th day of June, 2013.

Mortgagor:

Gregory M. Shuff

Cari B. Janssen

ACKNOWLEDGMENT

State of Illinois)
)
County of Cook)

I, Maksim Matusevich, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gregory M. Shuff and Cari B. Janssen, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he and she signed and delivered the said instrument as his and her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of June, 2013.

Notary Public

My commission expires: 12/17/13



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EXHIBIT A

Legal Description

UNIT NO. 811-3 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):
LOTS 19 TO 29, BOTH INCLUSIVE, IN BLOCK 2 IN WOODLAND SUBDIVISION OF THE EAST 1/2 OF THE BLOCK 5 IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND LOTS 28 AND 29 IN BLOCK 1 IN WOODLAND SUBDIVISION OF THE EAST 1/2 OF BLOCK 5 IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 19, 1890, IN BOOK 45 OF PLATS, PAGE 27, AS DOCUMENT 13911238, IN COOK COUNTY, ILLINOIS, WHICH SURVEY AS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 16, 1969 AND KNOWN AS TRUST NUMBER 1049, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 24266331 AND REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT LR2390817, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

PIN No.:14-29-222-036-1053