

UNOFFICIAL COPY

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1321946012

Doc#: 1321946012 Fee: \$50.25

RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 08/07/2013 09:33 AM Pg: 1 of 6

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 18-03-128-006-0000

Address:

Street: 4215 MAPLE AVENUE

Street line 2:

City: BROOKFIELD

State: IL

ZIP Code: 60513

Lender: FOREST AVENUE PROPERTIES, LLC

Borrower: JOHN A. PENA AND JENNIFER M. PENA

Loan / Mortgage Amount: \$160,000.00

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.

**FIDELITY NATIONAL
TITLE INSURANCE**

52011537

Yof 2

Certificate number: 64284D84-9790-4EB7-B291-6E7566CF1290

Execution date: 05/03/2013

UNOFFICIAL COPY**MORTGAGE (ILLINOIS)****THIS INSTRUMENT PREPARED BY:**

Attorney Gary K. Davidson
 BRUMUND, JACOBS, HAMMEL,
 DAVIDSON & ANDREANO, LLC
 58 E. Clinton Street, Suite 200
 Joliet, IL 60432

RETURN RECORDED DOCUMENT TO:

Attorney Gary K. Davidson
 BRUMUND, JACOBS, HAMMEL,
 DAVIDSON & ANDREANO, LLC
 58 E. Clinton Street, Suite 200
 Joliet, IL 60432

**FIDELITY NATIONAL
 TITLE INSURANCE**

ABOVE SPACE FOR RECORDER'S USE

5201537

THIS INDENTURE, made May 3, 2013, between, **JOHN A. PENA AND JENNIFER M. PENA**, a married couple, whose address is 1025 W. Cossitt, LaGrange, IL. 60525, herein referred to as "MORTGAGOR," and **FOREST AVENUE PROPERTIES, LLC**, a Illinois Limited Liability Company whose address is 60 S. Forest Avenue, Naperville, IL. 60540, herein referred to as "MORTGAGEE," witnesseth: That, Whereas, MORTGAGOR is justly indebted to the legal holder of a principal promissory note, termed "NOTE" of even date herewith, executed by MORTGAGOR, made payable to Bearer and delivered, in and by which note MORTGAGOR promises to pay the principal sum of **One Hundred and Sixty Thousand Dollars and NO/100 (\$160,000.00) DOLLARS**, such principal sum to be payable on or before 12 months from the date of closing on the property secured by this mortgage; The note secured by this mortgage can be prepaid at any time. The MORTGAGOR at any time reserves the right to transfer by Deed this property to the MORTGAGEE in which case this Mortgage shall be released and the Note secured by this Mortgage cancelled.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the MORTGAGORS to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, MORTGAGORS by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Bolingbrook, County of Will, and State of Illinois, to wit:

LOT 35 IN BLOCK 4 IN FIRST ADDITION TO ROOSEVELT PARK, A SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDAIN, IN COOK COUNTY, ILLINOIS.

P.I.N.# 18-03-128-006-0000

Commonly known as: **4215 MAPLE AVENUE, BROOKFIELD, IL. 60513**

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as MORTGAGOR may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the articles hereafter placed in the premises by MORTGAGOR or its successors or assigns shall be part of the mortgaged premises.

UNOFFICIAL COPY

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the homestead Exemption Laws of the State of Illinois, which said rights and benefits MORTGAGOR does hereby expressly release and waive.

The name of a record owner is: **FOREST AVENUE PROPERTIES, LLC**

MORTGAGORS and Trustee covenant and agree as follows:

1. MORTGAGOR shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

2. MORTGAGOR shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipt therefore. To prevent default hereunder MORTGAGOR shall pay in full, under protest, in the manner provided by statute, any tax or assessment which MORTGAGOR may desire to contest.

3. Subject to applicable law or to a written waiver by Trustee, MORTGAGOR shall pay to Trustee on the day payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items shall be called "Escrow Items." Trustee may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for MORTGAGOR'S escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Trustee may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Trustee may estimate the amount of Funds due on the basis of current date and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

Unless an agreement is made or applicable law requires interest to be paid, Trustee shall not be required to pay MORTGAGOR any interest or earnings on the Funds. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Trustee exceed the amounts permitted to be held by applicable law, Trustee shall account to MORTGAGOR for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Trustee at any time is not sufficient to pay the Escrow Items when due, Trustee may so notify MORTGAGOR in writing, and in such case MORTGAGOR shall pay to Trustee the amount necessary to make up the deficiency. MORTGAGOR shall make up the deficiency in no more than twelve monthly payments, at Trustee's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Trustee shall promptly refund to MORTGAGOR any Funds held by Trustee. If, pursuant to the terms of this Trust Deed, Trustee shall acquire or sell the Property, Trustee, prior to the acquisition or sale of the Property, shall apply any Funds held by Trustee at the time of acquisition or sale as a credit against the sums security by this Security Instrument.

UNOFFICIAL COPY

4. MORTGAGOR shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

5. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of MORTGAGOR in any form and manner deemed expedient, and may but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of MORTGAGORS.

6. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

7. MORTGAGOR shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to MORTGAGOR, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the MORTGAGOR herein contained.

8. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

9. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute

UNOFFICIAL COPY

secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to MORTGAGOR, its heirs, legal representatives or assigns as their rights may appear.

10. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of MORTGAGOR at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when 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 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 the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

11. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

12. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.

14. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

15. Trustee may resign by instrument in writing filed in the office of the Recorder of Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, _____ shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

16. This Trust Deed and all provisions hereof, shall extend to and be binding upon MORTGAGOR and all persons claiming under or through MORTGAGOR, and the word "MORTGAGOR" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

UNOFFICIAL COPY

BY SIGNING BELOW, MORTGAGOR accepts and agrees to the terms and covenants contained in this Trust Deed and in any rider(s) executed by MORTGAGOR and recorded with it.

MORTGAGORS:
JOHN A. PENA

John A. Pena 5-3-13
Date

JENNIFER M. PENA

Jennifer M. Pena 5-3-13
Date

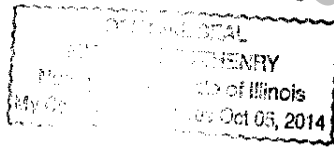
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, **DO HEREBY CERTIFY THAT JOHN A. PENA AND JENNIFER M. PENA**, personally known to be to be the President of the Patrick Property Group, Inc., who is the Grantor, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President, he signed and delivered the said instrument as such President of said Corporation, and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the use and purposes therein set forth.

Given under my hand and official seal, this 3rd day of May 2013.

Melissa Henry
NOTARY PUBLIC

Commission expires: 10/5/14



Property of Cook County Clerk's Office