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Illinois Anti-Predatory Lending Database Program



1325334061

Certificate of Exemption

Doc#: 1325334061 **Fee:** \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/10/2013 01:22 PM Pg: 1 of 10

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 17-03-202-061-1088

Address:

Street: 1040 N LAKE SHORE DRIVE UNIT 26D

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60611

Lender: DR RICHARD RICHTER

Borrower: ODETTE SCIAKY

Loan / Mortgage Amount: \$100,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 172A90A7-9BD9-4620-85DB-02328509C911

Execution date: 09/01/2013

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Howard M. Hoff
 Goldstine, Skrodzki, Russian, Nemec
 and Hoff, Ltd.
 835 McClintock Drive
 Burr Ridge, Illinois 60527

SEND TAX NOTICES TO:

Denise Stehman
 4100 Johnson Avenue
 Western Springs, IL 60558

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 23, 2013. The Mortgagor is ODETTE SCIAKY, a widow ("Borrower"). This Security Instrument is given to Mortgagee, Dr. Richard Richter ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THOUSAND and 00/100 Dollars (U.S.) (\$100,000.00) payable under a Secured Promissory Note (the "Note") as of even date herewith and described further hereafter. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, if any, and with interest if applicable, advanced under Paragraphs 7 or 8; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

Unit No. 26 D as delineated on survey of the following described parcels of real estate (hereinafter referred to collectively as "Parcel"): lots 1, 2, 3, 4 and 5 and that part of lot 6 lying North of the South line of lot 5 produced East to the East line of said lot 6 heretofore dedicated as a public alley and now vacated by ordinance recorded as document 19333014 in Owners Subdivision of lot 14 in block 1 in Potter Palmer Lake Shore Drive Addition to Chicago, together with lots 1, 2 and 3 (except the South 3 ½ feet of said lot 3) in Palmer and Bordens Resubdivision of lots 15, 16 and 18 in block 1 of the aforesaid Addition being a subdivision of part of blocks 3 and 7 of Canal Trustees Subdivision of the South fractional half of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian.

also

Lot 4 and the South 3 1/2 feet of lot 3 and the East 3 feet of lot 5 in aforesaid Palmer and Bordens Resubdivision which lies North of a line coincident with the South line of lot 4 in the aforesaid Owners Subdivision of lot 14 in block 1 of Potter Palmer Lake Shore Drive Addition to Chicago, which survey is attached as Exhibit A to Declaration of Condominium made by Carlyle Apartments Inc. recorded in the Office of the Recorder of Cook County, Illinois as document 19899524 together with an undivided .8982% interest in said Parcel (excepting from said parcel the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey) all in Cook County, Illinois.

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which has the address of 1040 N. Lake Shore Drive, Unit 26D, Chicago, Illinois 60611 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Funds for Taxes and Insurance.** Except as described hereafter, Borrower shall not be required to pay funds to Lender for any of the following: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly hazard or property insurance premiums; and (c) yearly flood insurance premiums, if any. These items are called "Escrow Items." Borrower shall, however, be required to pay for the applicable Escrow Items as they become due and payable. If Borrower fails to make any of the required payments for the Escrow Items, then Lender, upon written notice to Borrower, may require Borrower to pay funds for the Escrow Items to Lender. If Lender requires Borrower to pay funds for the Escrow Items to Lender, then Lender may collect and hold the funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower'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, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to amounts payable

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under paragraph 2 Note; second, to interest due; third, to any late charges due under the Note; fourth, to any principal due under the Note.

- 4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.
- 5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not promptly made by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security would not be lessened, otherwise the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments.

- 6. Preservation, Maintenance and Protection of the Property; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment

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could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest.

- 7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws of regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Notes rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Advances.** This Mortgage is given to secure not only the existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Mortgagee, to the same extent as if such further advances are made on the date of execution of this Mortgage.
- 9. Inspection.** Lender or its agent may make reasonable entries upon inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Events of Default.** Any one or more of the following shall constitute an event of default hereunder:
- (a) Default in the payment, when due (whether by lapse of time, acceleration, or otherwise), of the principal of or interest on the Note or of any other indebtedness hereby secured; or
 - (b) Default for more than thirty (30) days in the observance or compliance with any terms or provisions of this Mortgage or the Note or of any other instrument or document securing the Note or relating thereto (collectively referred to as the "Additional Collateral Documents"); or
 - (c) The Property or any part thereof shall be sold, transferred or conveyed, whether voluntarily or involuntarily, by operation of law or otherwise; or
 - (e) Any indebtedness secured by a lien or charge on the Property or any part thereof is not paid when due or proceedings are commenced to foreclose or otherwise realize upon any such lien or charge or to have a receiver appointed for the property subject thereto or to place the holder of such indebtedness or its representative in possession thereof; or

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(f) Borrower or any person, firm or corporation at any time a party to or guaranteeing all or any part of the indebtedness hereby secured (a "Guarantor") becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for the major part of its property or such a trustee, custodian or receiver is appointed for Borrower or a Guarantor or for the major part of the properties of any of them and is not discharged within forty-five (45) days after such appointment or bankruptcy, reorganization, arrangement, insolvency, readjustment, liquidation, dissolution or other proceedings for relief under any present or future bankruptcy law or laws or other statute, law or regulation for the relief of debtors are instituted by or against Borrower or any Guarantor and if instituted against any such party are consented to or acquiesced in or are not dismissed within forty-five (45) days after such institution, or Borrower or any Guarantor takes any action in contemplation of or furtherance of any of the foregoing; or

(g) The Property is abandoned.

11. Remedies. When an event of default has happened and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Borrower from complying with the terms of this instrument and of the adequacy of the security for the Note) and in addition to such other rights as maybe available under applicable law, but subject at all times to any mandatory legal requirements.

(a) Acceleration. Lender may, by written notice to Borrower, declare the Note and all unpaid indebtedness of Borrower hereby secured, including any interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.

(b) Foreclosure. Lender may proceed to protect and enforce the rights of Lender hereunder (i) by any action of law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Mortgage.

(d) Appointment of Receiver. Lender shall, as a matter of right, without notice and without giving bond to Borrower or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Borrower or the then value of the Property, be entitled to have a receiver appointed for all or any part of the Property and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Borrower hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Property or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Borrower or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

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(e) Taking Possession, Collecting Rents, Etc. Lender may enter and take possession of the Property or any part thereof and manage, operate, insure, repair and improve the same and take any action which, in Lender's judgment, is necessary or proper to conserve the value of the Property. Lender may also take possession of, and for these purposes use, any and all personal property contained in the Property and used in the operation, rental or leasing thereof or any part thereof. The right to enter and take possession of the Property and use any personal property therein, and to management, operate and conserve the same, shall be in addition to all other rights or remedies of Lender hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expenses (including any receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be so much additional indebtedness hereby secured which Borrower promises to pay upon demand together with interest at the rate applicable to the Note at the time such expenses are incurred. Without taking possession of the Property, Lender may, in the event the Property becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Property (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional indebtedness hereby secured payable upon demand with interest thereon at the rate applicable to the Note at the time such costs are incurred.

- 12. Costs and Expenses of Foreclosure.** 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 Lender for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as the items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, and similar data and assurances with respect to title as Lender may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Property, all of which expenditures shall become so much additional indebtedness hereby secured which Borrower agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the rate applicable to the Note at the time of expenditure.
- 13. Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 14. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Notes: (a) is co-signing this Security Instrument only to mortgage, grant

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and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Notes without that Borrower's consent.

- 15. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lenders address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 16. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the State of Illinois. In the event that any provision or clause of this Security Instrument or the Notes conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Notes which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Notes are declared to be severable.
- 17. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.
- Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
- As used in this paragraph 13, Hazardous Substances are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, Environmental Law means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

- 18. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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19. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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

Odette Sciaky

By: *Denise Stehman*
Denise Stehman, Co-attorney-in-fact

By: *Albert L. Sciaky*
Albert L. Sciaky, Co-attorney-in-fact

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)ss
COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared DENISE STEHMAN, Co-attorney-in-fact for ODETTE SCIAKY, to me known to be the individual described in and who executed the Mortgage, and acknowledged that she signed the Mortgage as her free and voluntary act and deed as such agent, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1st day of September, 2013.

By: [Signature]
Notary Public and for the State of Illinois



STATE OF ILLINOIS)
)ss
COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared ALBERT L. SCIAKY, Co-attorney-in-fact for ODETTE SCIAKY, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he signed the Mortgage as his free and voluntary act and deed as such agent, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1st day of September, 2013.

By: [Signature]
Notary Public

