*RHSP:\$9.00 RPRF:\$1.00 FEES Applied

Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption

Report Mortgage Frank 800-532-8785

The property identified as:

PIN: 12-25-428-020-0000

Address:

Street:

7505 WEST GRAND AVENUE

Street line 2:

City: ELMWOOD PARK

State: IL

Lender: KARYN A. MCGEE

Borrower: NCW PARTNERS, LLC

Loan / Mortgage Amount: \$500,000.00

Of County Clark's This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seg, because the application was taken by an exempt entity.

*Bry we received to correct logal *

Certificate number: D1482855-E023-46F3-9575-AC4E2787BAE4

Execution date: 05/10/2013

1329108219 Page: 2 of 8

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Doc#: 1318401066 Fee: \$48.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 07/03/2013 11:01 AM Pg: 1 of 6

MORTGAGE AGREEMENT

by and between

KARYN MCGEE

(Mortgagee)

and

NCW PAR MERS, LLC

Mortgayer

Dated as of: May 10, 2013

for 7505 West Grand Avenue, Elmwood Park, Illinois, 6070)

PIN: 12-25-428-020-0000

Document Prepared by:

John F. Argoudelis, Esq. 15133 South Route 59

Plainfield, Illinois, 60544

Return to:

Jonathan D. Groll, Esq. 830 North Boulevard

Oak Park, Illinois 60301

* Being he recorded to consider legal description &



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Conventional Mortgage

- 1. Preamble. THIS MORTGAGE, made as of May 10, 2013, between NCW Partners, LLC (Mortgagor), and Karyn A. McGee, having an address of 1860 Borry Love, Oct Planes, IL Gootb (Mortgagee).
- 2. Mortgage and Description of Property. WITNESSETH, that to secure the payment of an indebtedness in the principal sum of up to FIVE HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$500,000.00), which sum is to be paid no later than May 31, 2016, with interest thereon at a rate of 8% per annum, Mortgagor mortgages to Mortgagee:

SEE ATT/ CHID LEGAL

PIN: 12-25-428-020-0000

Commonly known as: 7505 West Grand Avenue, Elmwood Park, Illinois, 60707.

Title to Street. TOCETHER with all the right, title, and interest of Mortgagor, of, in, and to the land lying in the street, in front of, and adjoining the premises to the center line thereof.

Fixtures, Personal Property. Ftc. TOGETHER with the appurtenances and all the estate and rights of Mortgagor in and to the premises and together with all fixtures and articles of personal property attached to or used in connection with said premises, or which may hereafter be attached to or used in connection with the premises, all of which are covered by this Mortgage.

Awards. TOGETHER also with all awards made before or after the date of this Instrument to the present and all subsequent owners of the premises, including any award and awards for change of grade of any street affecting the premises. Any award is assigned to Mortgagee who is authorized and empowered to collect and receive any award, to give proper receipts and acquittances for them, and to apply the proceeds of any award toward the payment of the amount owing on this Mortgage, even though the amount owing on this Mortgage may not then be due and ravable. Mortgagor, for Mortgagor, Mortgagor's heirs, and all subsequent owners of said premises, covenants and agrees with Mortgagee, Mortgagee's successors and assigns, that upon request by the holder of this Mortgage, Mortgagor, Mortgagor's heirs, and all subsequent owners of said premises will make, execute, and deliver any and all assignments and other instruments sufficient for the purpose of assigning any award to the holder of this Mortgage, free, clear, and discharged of any encumbrances.

TO HAVE AND TO HOLD the premises with the appurtenances unto Mortgagee, to Mortgagee's own proper use and benefit forever.

- 3. Mortgagor's Obligations. Mortgagor further covenants with Mortgagee as follows:
- a. Pay the Mortgage Debt. Mortgagor will pay the indebtedness as hereinbefore provided.
 - b. Escrow Deposit for Taxes, Insurance, Etc.; Intentionally Deleted.
- c. Overages or Deficiencies in Escrow Deposit; Application of Escrow Funds to Unpaid Portions of Mortgage Debt. Intentionally Deleted.
 - d. Payment of Taxes, Assessments, Etc. Mortgagor will pay all taxes,

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assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made by way of monthly payments. If Mortgagor fails to make timely payment of these items, Mortgagee may pay them on Mortgagor's behalf and at Mortgagor's expense. Mortgagor will promptly deliver the official receipts of payment to Mortgagee.

- e. Maintain Mortgaged Premises. No building on premises shall be removed, altered, or demolished and no fixtures or personal property covered by this Mortgage shall be removed or demolished, without Mortgagee's written consent. Mortgagor, for Mortgagor, Mortgagor's heirs, and all subsequent owners of the premises, covenants and agrees with Mortgagee and Mortgagee's successors and assigns, that Mortgagor will keep and maintain the mortgaged premises in a good and complete state of repair and will promptly comply with all the requirements of the federal, state, and municipal governments or any of their departments or bureaus having jurisdiction. Should Mortgagor fail to comply with any of these requirements, Mortgagee may enter the premises and mare the repairs that are necessary for the purpose of complying with any governmental of cepartmental requirements, and the cost of the repairs shall be a lien on the premises secured by this Mortgage and shall be payable on demand, with interest at the Prime Rate then existing. Neither the value of the mortgaged premises nor the lien of this Mortgage will be diminished or impaired in any way by any act or omission of Mortgagor, "crtgagor's heirs, or by any subsequent owner of the premises, and Mortgagor will not do or permit to be done to, in, upon or about the premises, anything that may in any way substantially impair their value, or substantially weaken, diminish, or impair the security of this Mortgage.
 - f. Warranty of Title. Mortgagor warrants the title to the premises.
- g. Foreclosure Sale in One Parcel. In the event of a foreclosure of this Mortgage, the premises may be sold in one parcel despite any provision of law that provides otherwise.
- h. Adequate Insurance. Mortgagor will keep the buildings now or hereafter erected on the premises insured as may be required by lorgagee against loss by fire and other hazards, casualties, and contingencies, in amounts and in companies and for periods as Mortgagee shall require. Upon failure to so insure, Mortgagee may have insurance written and pay the premium. If this occurs, the principal sum secured by this Mortgagee together with the amount paid by Mortgagee for insurance shall at Mortgagee's option immediately become due and payable. Mortgagor will give Mortgagee immediate notice by mail of any fire, damage, or other casualty to the premises or of any conveyance, transfer, or change of ownership of the premises. If the premises or any part of them are damaged by fire or other hazard, the amounts roud by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to Mortgagee and, at Mortgagee c option, may be applied to the debt or released for the repair or rebuilding of the premises.
- i. Mortgagor's Default. The whole of the principal sum and of any other sums of money secured by this Mortgage shall, forthwith or thereafter, at Mortgagee's option, become due and payable upon the happening of either of the following events, even it they are remedied by Mortgagee:
 - ${\tt i.}$ Failure to pay in full any aggregate monthly payment before the due date of the next monthly payment
 - ii. Failure of Mortgagor to perform or comply with any other covenant, agreement, term, or condition of this Mortgage or of the bond secured by this Mortgage

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- j. Change of Law. In the event of the passage after the date of this Mortgage of any law deducting from the value of land for the purpose of taxing any lien on it, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of collecting of such taxes, so as to affect this Mortgage, the holder of this Mortgage and of the debt that it secures, shall have the right to give thirty (30) days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If the notice is given, the debt shall become due, payable, and collectible at the expiration of the thirty (30) days.
 - k. Assignment of Rents and Profits to Mortgagee. Intentionally Deleted.
 - 1. Arpointment of Receiver of Rents and Profits. Intentionally Deleted.
- m. Actions Involving Mortgagee. If any action or proceeding is commenced (except an action or proceeding to foreclose this Mortgage or to collect the debt secured by it), to which action or proceeding the holder of this Mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums incurred by the holder of this Mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this Mortgage (including reasonable counsel fees), chill be paid by Mortgagor, together with interest at the Prime rate, and any such sum and interest shall be a lien on the premises, prior to any right, or title to, interest in or claim upon the premises attaching or accruing subsequent to the lien of this Morrgage and shall be deemed to be secured by this Mortgage and by the Note that it secures.
 - n. No Assignment of Rents by Mortgagor. Intentionally Deleted.
- o. Mortgagor to Furnish Statement of Barance Due. Mortgagor within five (5) days upon request in person or within ten (10) days upon request by mail will furnish a statement of the amount due on this Mortgage.
- p. Service of Notices and Demands. Notices and Jeminds or requests must be in writing and may be served in person or by mail.
 - 4. Consent of Stockholders of Corporate Mortgagor. Intentionally Deleted.

5. Financial Statement. Intentionally Deleted.

Mortgagee,

NCW Partners, LLC Mortgagor,

fund le Par dan 9/4/3 Karyn A. McGee artin - Furt

Karya A. Muyer by

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State of Illinois)) ss. County of Cook)
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that A produce (county), 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this the day of May, 2013.
OFFICIAL SEAL DIANE SMITH Notary Public - State of Illinois My Commission Expires Apr 18, 2016
State of Illinois) State of Illinois) State of Illinois) State of Illinois)
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dean A. Tomich, 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this /6 day of // 2013.

Notary Public

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LEGAL DESCRIPTION

LOTS 9 TO 19 INCLUSIVE IN BLOCK 13 IN ELLSWORTH BEING A SUBDIVISION OF BLOCKS 1 TO 10, 13, 14 AND THE NORTH 225 FEET OF BLOCK 12 THE NORTH 350 FEET OF BLOCK 11 AND THE EAST 1/2 OF BLOCK 18 AND THE NORTH 350 FEET OF THE WEST 1/2 OF BLOCK 18 ALL IN CHICAGO HEIGHTS BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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05/10/13

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:
LOTS 1 TO 8, BOTH INCLUSIVE IN BLOCK 13 IN ELLSWORTH, BEING A SUBDIVISION OF
BLOCKS 1 TO 10, 13, 14 AND THE NORTH 225 FEET OF BLOCK 12, THE NORTH 350 FEET OF
BLOCK 11, THE EAST 1/2 OF BLOCK 18 AND THE NORTH 350 FEET OF THE WEST 1/2 OF
BLOCK 18 ALL IN CPICAGO HEIGHTS BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF
THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD
PRINCIPAL MERIDIAN, 11 COOK COUNTY, ILLINOIS.

13-35-438-030-0000 1505 W. Grand Auraue, Elmuxxd Park, K. 60107