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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



**Doc#:** 1403516079 **Fee:** \$56.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/04/2014 04:36 PM Pg: 1 of 10

**Report Mortgage Fraud**  
**800-532-8785**

The property identified as: **PIN:** 24-28-400-054-0000

**Address:**

**Street:** 5300 W. Plattner Drive

**Street line 2:**

**City:** Alsip

**State:** IL

**ZIP Code:** 60803

**Lender:** Ken V. Yacobozzi and Shelby Howard, III

**Borrower:** Chicago Truck Holdings, LLC

**Loan / Mortgage Amount:** \$1,387,530.00

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.

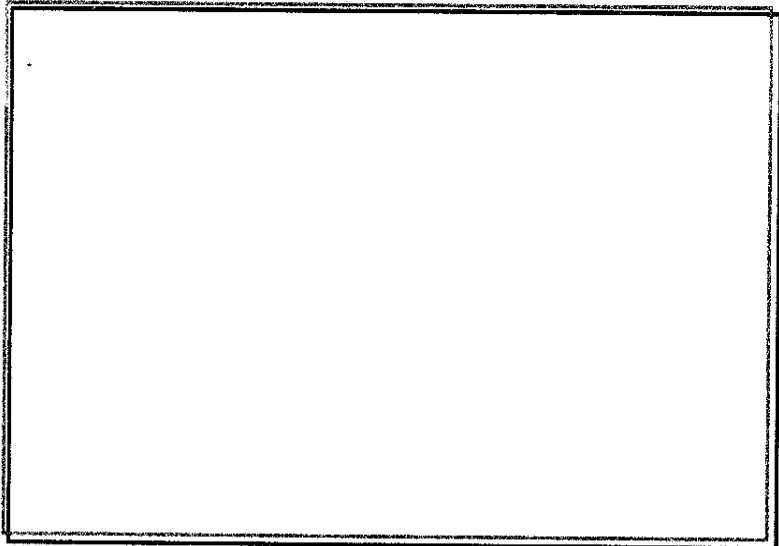
**Certificate number:** 70C7187D-37C9-4033-A1F0-D1D1C7B9D69D

**Execution date:** 01/03/2014

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## MORTGAGE (ILLINOIS)

THIS AGREEMENT, MADE  
January 2, 2014, between  
CHICAGO TRUCK  
HOLDINGS, LLC, an Illinois  
limited liability company,  
13403 Wood Duck Drive,  
Plainfield, Illinois 60585,  
"Mortgagor" and



KEN V. YACOBOZZI, Individually of 13403 Wood Duck Drive, Plainfield, IL 60585 and  
SHELBY HOWARD, III, Individually, of 2933 S. Emerson Avenue, Greenwood, IN 46143  
"Mortgagees", witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the Mortgagees upon the  
Installment Note of even date herewith, in the principal sum of ONE MILLION THREE  
HUNDRED EIGHTY SEVEN THOUSAND FIVE HUNDRED THIRTY and 00/100  
(\$1,387,530.00) DOLLARS, payable to the order of and delivered to the Mortgagees in and by  
which note the Mortgagors promise to pay the said principal sum and interest from January 2,  
2014 on the balance of principal remaining from time to time unpaid at the rate of 5% per cent  
per annum in installments (including principal and interest) as follows:

NINE THOUSAND ONE HUNDRED FIFTY-SEVEN AND 08/100 (\$9,157.08)  
DOLLARS or more on the 2<sup>nd</sup> day of January, 2014 and NINE THOUSAND  
ONE HUNDRED FIFTY-SEVEN AND 08/100 (\$9,157.08) DOLLARS or more  
on the 1st day of each month thereafter until said note is fully paid except that the  
final payment of principal and interest, if not sooner paid, shall be due on the 1st  
day of December, 2018 the amount of ONE MILLION ONE HUNDRED SIXTY  
SEVEN THOUSAND ONE HUNDRED AND EIGHTEEN and 66/100  
(\$1,167,118.66) DOLLARS and all of said principal and interest are made  
payable at such place as the holders of the note may, from time to time, in writing  
appoint, and in the absence of such appointment, then at the office of the  
Mortgagees at KEN V. YACOBOZZI, Individually of 13403 Wood Duck Drive,  
Plainfield, IL 60585 and SHELBY HOWARD, III, Individually, of 2933 S.  
Emerson Avenue, Greenwood, IN 46143, 13403 Wood Duck Drive, Plainfield,  
IL 60585.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of  
money and said interest in accordance with the terms, provisions and limitations of this  
Mortgage, 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, do by these presents CONVEY and WARRANT unto

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the Mortgagees, 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 COUNTY OF COOK AND STATE OF ILLINOIS, to-wit: **[SEE ATTACHED EXHIBIT A]**

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

Permanent Real Estate Index Number(s): 24-28-400-054-0000  
24-28-300-006-0000

Address of Real Estate: 5300 W. Plattner Drive  
Alsip, Illinois 60803-3232

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

TO HAVE AND TO HOLD the premises unto the said Mortgagees, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free form all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the mortgagors do hereby expressly release and waive.

This Mortgage consists of 4 pages. The covenants, conditions and provisions appearing on pages 5, 6 and 7 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

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**IN WITNESS WHEREOF**, Mortgagor has duly executed and delivered this Mortgage as of the date first written above.

**MORTGAGOR:**

CHICAGO TRUCK HOLDINGS, LLC  
an Illinois limited liability company

By: *[Handwritten Signature]*

STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF Will        )

On this 2 day of January, 2014, before me personally appeared Ken Yacobozzi to me known to be a Manager/Member of CHICAGO TRUCK HOLDINGS, LLC, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that (s)he was authorized to execute said instrument.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature: *[Handwritten Signature]* Name: Michelle R. Tassone

My Commission Expires: 11-4-17  
(NOTARIAL SEAL)



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IN WITNESS WHEREOF, Mortgagor has duly executed and delivered this Mortgage as of the date first written above.

**MORTGAGOR:**

CHICAGO TRUCK HOLDINGS, LLC  
an Illinois limited liability company

By: *Shelby Howard III*

STATE OF ILLINOIS )  
  ) SS  
COUNTY OF Will

On this 2 day of January, 2014, before me personally appeared Shelby Howard III to me known to be a Manager/Member of CHICAGO TRUCK HOLDINGS, LLC, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that (s)he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature: *Michelle R. Tassone* Name: Michelle R. Tassone

My Commission Expires: 11-4-17  
(NOTARIAL SEAL)



This instrument was prepared by and when recorded should be returned to:

Scopelitis, Garvin, Light, Hanson & Feary, P.C.  
30 W. Monroe Street, Suite 600  
Chicago, IL 60603  
312-255-7200  
Attn: Donald J. Vogel

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## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGES 1 and 2.

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvement now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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 Mortgagee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors 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 Mortgagee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this Mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys 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 Mortgagee 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.
7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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



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or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Mortgagee 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 a rate equivalent to the post maturity rate set forth in the note securing this Mortgage, if any, otherwise the prematurity rate set forth therein. Inaction of Mortgagee 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.

8. The Mortgagee 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.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Mortgage shall notwithstanding anything in the note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Mortgagee shall have the right to foreclose the lien hereof. 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 Mortgagee or holders of the note for attorneys' fees, Mortgagee'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, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee 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. 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 a rate equivalent to the post maturity rate set forth in the note securing this Mortgage, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Mortgagee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either or them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage 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) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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

12. Upon, or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill 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 the Mortgagors 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 Mortgagee hereunder may be appointed as such receiver. Such receiver shall have the 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 of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents,

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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 (a) The indebtedness secured hereby, or by any decree foreclosing this Mortgage, 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; (b) the deficiency in case of sale and deficiency.

13. No action for the enforcement of the lien 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 notes hereby secured.

14. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of such indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid; and Mortgagee 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 Mortgagee the principal notes, representing that all indebtedness hereby secured has been paid, which representation Mortgagee may accept as true without inquiry. Where a release is requested of a successor Mortgagee, such successor Mortgagee may accept as the genuine notes herein described any notes which bear an identification number purporting to be placed thereon by a prior Mortgagee hereunder or which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original Mortgagee and it has never placed its identification number on the principal notes described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as makers thereof.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgage named herein and the holder or holders, from time to time, of the note secured hereby.



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## *Office of the Cook County Clerk*

### Map Department Legal Description Records

**P.I.N. Number: 24284000540000**

The legal description card(s) below is prepared in a format used for official county record-keeping, and can be used by the Cook County Recorder's Office to access their tract books.

If you need assistance interpreting this description, please obtain a copy of our instruction sheet "How to Read a Legal Description Card", available from the counter clerk or at our website [www.cookcountyclerk.com](http://www.cookcountyclerk.com)

Please verify the Property Identification Number or P.I.N. (also known as the "Permanent Real Estate Index Number). If this is not the item you requested, please notify the clerk.

24	28	400	054		248	39037
AREA	SUB AREA	BLOCK	PARCEL	UNIT	WARRANT	CODE

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS  
 PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION  
 VOLUME  
 248  
 AREA SUB-AREA BLOCK PARCEL UNIT  
 24- 28- 400- 054

TAX CODE  
 39037

JAN'S SUB  
 (EX PRT DED FOR ST @ PER DOC #85-346031)

SEC.	TOWN	RANGE	LOT	SUB-LOT	LOT	BLOCK
28	37	13			1	

DIVISION

Year 1982

Block 400 Parcel 028

DIVISION

Year 1986

Block 105 Parcel 054

1993 DIVISION

CODE CHANGE

Block \_\_\_\_\_ Parcel \_\_\_\_\_

445



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The following is a copy of a Legal Description help by the Cook County Clerk.

If you need a certified copy of this record, please request it and it can be provided within 24 hours.

PIN: 24283000060000

UNIT:                           LOT:                           BLOCK:                           OUTLOT:     

That Part Of The Southwest 1/4 Lying Southerly Of The 28 Feet Of Right Of Way Line Of Platter Drive, Northeasterly Of The Centerline Of The A 40 Foot Right Of Way Of Marina Drive, Northerly Of The North Right Of Way Line Of The Chicago Sanitary District Property And Westerly Of The Westerly Line Of Lot 1 In Jan's Subdivision

SECTION: 28    TOWNSHIP: 37    NORTH, RANGE: 13    EAST OF THE  
THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS