

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

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



**Doc#: 1405246088 Fee: \$58.00**  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/21/2014 02:15 PM Pg: 1 of 11

**Doc#: Fee: \$2.00**  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/21/2014 02:15 PM Pg: 0

The property identified as: **PIN: 18-03-225-066-0000**

**Address:**

**Street:** 9034 Shields Avenue

**Street line 2:**

**City:** Brookfield

**State:** IL

**ZIP Code:** 60513

**Lender:** Scott Mazur

**Borrower:** Dusanka Mraovic

**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 777/0 et seq. because the application was taken by an exempt entity.

**FIDELITY NATIONAL TITLE**

**Certificate number:** 73D849C2-E56E-447D-946D-DA5DA8C87AD4

**Execution date:** 02/11/2014

11  
41506

# UNOFFICIAL COPY

## SECOND MORTGAGE

THIS INDENTURE (Mortgage) is made February 5, 2014, by Dusanka Mraovic, an individual (Mortgagor) to Scott Mazur, an individual (Mortgagee):

### WITNESSETH:

Mortgagor is justly indebted to Mortgagee in the principal sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) evidenced by a certain note (Note) of even date herewith in that amount, made by Mortgagor and payable to the order of and delivered to Mortgagee, in and by which said Note Mortgagor promises to pay the said principal sum and interest in the manner and at the rates as provided therein. The unpaid principal amount and all accrued and unpaid interest due under the Note, if not sooner paid, shall be due on August 4, 2014, except that if certain conditions described in the Note are not satisfied in accordance with the provisions thereof, the unpaid principal amount and all accrued and unpaid interest due under the Note shall be due on such earlier date or dates as are specified in the Note. All such payments on account of the indebtedness evidenced by the Note shall be first applied to interest on the unpaid principal balance and the remainder to principal, and all of said principal and interest shall be payable at such place as the holder or holders of the Note may from time to time in writing appoint, and in the absence of such appointment, then at the office of Mortgagee, \_\_\_\_\_, Attention: Scott Mazur.

NOW, THEREFORE, Mortgagor, to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions, and limitations of this Mortgage, and of the Note secured hereby, together with any extensions, renewals, or refinancings thereof, and the performance of the covenants and agreements herein contained by Mortgagor to be performed, and also in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE unto Mortgagee, its successors, and assigns, the real estate situated and located in Cook County, Illinois, commonly known as 9034 Shields Avenue, Brookfield, IL 60513 and 4231 Elm Avenue, Brookfield, IL 60513, as legally described in Exhibit A attached hereto and made a part hereof, which, together with the property hereinafter described, is referred to herein as the "Premises";

TO HAVE AND TO HOLD the Premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth. Mortgagor represents and covenants that (a) Mortgagor is the holder of fee-simple title to the Premises free and clear of all liens and encumbrances, except for such liens and encumbrances as shall have been expressly approved by Mortgagee; (b) Mortgagor has legal power and authority to mortgage and convey the Premises as herein

# UNOFFICIAL COPY

provided; and (c) Mortgagor will warrant and forever defend said Premises and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc.

Mortgagor shall (a) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the Premises that may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanics liens or other liens or claims for lien.

2. Payment of Taxes and Assessments

Mortgagor shall pay or cause to be paid, before any penalty or interest attaches, all general taxes, special taxes, special assessments, water charges, sewer service charges, and electric, gas, and other utility charges, and all other liens or charges levied or assessed against the Premises of any nature whatsoever, when due, and shall furnish to Mortgagee duplicate receipts of payment therefor. If any special assessment is permitted by applicable law to be paid in installments, Mortgagor shall have the right to pay such assessment in installments, so long as all such installments are paid prior to the due date thereof.

3. Insurance

Mortgagor shall at all times keep all buildings, improvements, on the Premises insured, pursuant to an all-risk policy of insurance issued by an insurance company approved by Mortgagee, against loss or damage by fire and such other hazards as may be required by Mortgagee, including without limitation (a) fire and extended coverage insurance, with vandalism and malicious mischief endorsements, for the full replacement value of the Premises; (b) if there are tenants under leases at the Premises, rent or business loss insurance for the same perils described in (a) above, payable at the rate per month specified from time to time by Mortgagee and for a period of one year; and (c) such other insurance as Mortgagee may from time to time reasonably require. Mortgagor also shall at all times maintain comprehensive public liability, property damage, and workers' compensation insurance covering the Premises and any employees thereon, with such limits for personal injury, death, and property damage as Mortgagee may reasonably require. All policies of insurance to be furnished hereunder shall be in forms, amounts, and deductibles, and from companies satisfactory to Mortgagee, with mortgage clauses attached to all policies in favor of and in form reasonably satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to Mortgagee. Mortgagor shall deliver copies of all policies, including additional and renewal policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver copies of all renewal policies not less than thirty (30) days prior to their respective dates of expiration. Unless the Mortgagor provides the Mortgagee with evidence of the insurance coverage required by this Mortgage or any of the other Loan Documents, Mortgagee may purchase insurance at the Mortgagor's expense to protect Mortgagee's interests in the Premises. This insurance may, but need not, protect the Mortgagor's interests. The coverage the Mortgagee purchases may not pay any claim that the Mortgagor makes or any claim that is made against the Mortgagor in connection with the Premises. The Mortgagor may later

# UNOFFICIAL COPY

cancel any insurance purchased by Mortgagee but only after providing Mortgagee with evidence that the Mortgagor has obtained insurance as required by this Mortgage or any of the other Loan Documents. If Mortgagee purchases insurance for the Premises, the Mortgagor will be responsible for the cost of that insurance, including interest and any other charges that Mortgagor may lawfully impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The cost of the insurance may be added to the total outstanding Indebtedness. The cost of the insurance obtained by Mortgagee may be more than the cost of insurance that the Mortgagor may be able to obtain on its own.

In the event of loss, Mortgagor will give immediate notice by mail to Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, shall, at the option of Mortgagee, either be applied by Mortgagee to (a) the outstanding indebtedness due from Mortgagor to Mortgagee, or (b) the restoration or repair of the property damaged as provided in Paragraph 19 hereof. In the event of an entry of decree of foreclosure of this Mortgage, all right, title, and interest of Mortgagor in and to any and all insurance policies then in force shall pass to the purchaser at the foreclosure sale. Mortgagor shall furnish Mortgagee, without cost to Mortgagee, at the request of Mortgagee, from time to time, evidence of the replacement value of the Premises. In the event of an entry of decree of foreclosure, Mortgagor authorizes and empowers Mortgagee to effect insurance on the Premises in the amounts aforesaid, for a period covering the time from entry of said decree to and including the date of sale, and if necessary therefor, to cancel any or all existing insurance policies.

#### 4. Condemnation

If all or any part of the Premises are damaged, taken, or acquired, either temporarily or permanently, in any consideration proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damage made in consideration thereof, to the extent of the full amount of the remaining unpaid indebtedness secured by this instrument, is hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor, and the same shall be paid forthwith to Mortgagee, who shall release any such award or moneys so received or apply the same in whole or in part, after the payment of all of its expenses, including costs and attorneys fees, at the option of Mortgagee either to (a) the outstanding indebtedness due from Mortgagor to Mortgagee or (b) the restoration or repair of the property damaged as provided in Paragraph 19 hereof if the property can be restored or repaired to constitute a complete architectural unit. In the event the said property cannot be restored or repaired to constitute a complete architectural unit, then such award or moneys received, after the payment of the expenses of Mortgagee as aforesaid, shall be applied on account of the unpaid principal balance of the Note, irrespective of whether such principal balance is then due and payable. Furthermore, in the event such award or moneys so received shall exceed the cost of restoration or repair of the property and the expenses of Mortgagee as aforesaid, then such excess moneys shall be applied on account of the unpaid principal balance of the Note.

#### 5. Effect of Extensions of Time

# UNOFFICIAL COPY

If the payment of Mortgagor's indebtedness or any part thereof be extended or varied or if any part of any security for the payment of the indebtedness be released, all persons now or at any time hereafter liable therefor, or interested in the 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 Mortgagee, notwithstanding such extension, variation, or release.

## 6. Foreclosure: Expense of Litigation

When the indebtedness hereby secured, or any part thereof, shall become due, and mortgagor defaults in payment of same for a period of ninety (90) days or more, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses that may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, and costs

## 7. Application of Proceeds of Foreclosure Sale

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 Paragraph 14 hereof; second, on account of all other items that may under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided, and all principal and interest remaining unpaid on the Note; and third, any surplus to Mortgagor, its successors, or assigns, as their rights may appear.

## 8. Rights Cumulative

Each right, power, and remedy herein conferred on Mortgagee is cumulative and in addition to every other right, power, or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power, or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power, or remedy, and no delay or omission of Mortgagee in the exercise of any right, power, or remedy accruing hereunder or arising otherwise shall impair any such right, power, or remedy, or be construed to be a waiver of any default or acquiescence therein.

## 9. Disbursement of Insurance or Condemnation Proceeds

In the event Mortgagee elects or is required to apply insurance or condemnation proceeds to restoration:

- (a) Before commencing to repair, restore, or rebuild following damage to, or destruction of, all or a portion of the Premises or of the improvements on the Premises, whether by fire or other casualty or by condemnation or a taking under the power of eminent domain, Mortgagor shall obtain from Mortgagee its approval of all site and building plans and specifications pertaining to such repair, restoration, or rebuilding.

# UNOFFICIAL COPY

- (b) Prior to the payment or application of insurance proceeds or a condemnation or eminent domain award to the repair or restoration of the Premises or of the improvements on the Premises as provided in Paragraphs 5 and 6 hereof, Mortgagee shall be entitled to evidence of the following:
- (i) That Mortgagor is not then in default under any of the terms, covenants, or conditions of the Note or of the other Loan Documents;
  - (ii) That either such property has been fully restored, or that the expenditure of such money as may be received from such insurance proceeds or condemnation or eminent domain award will be sufficient to repair, restore, or rebuild the Premises or the improvements on the Premises, free and clear of all liens, except the lien of this Mortgage;
  - (iii) That in the event such insurance proceeds or condemnation or eminent domain award shall be insufficient to repair, restore, or rebuild such property, Mortgagor shall deposit with Mortgagee funds equaling such deficiency, which, together with the insurance proceeds or condemnation or eminent domain award, shall be sufficient to repair, restore, and rebuild such property; and
  - (iv) That prior to the disbursement of any such proceeds or award held by Mortgagee in accordance with the terms of this Paragraph 19 for the cost of any repair, restoration or rebuilding, Mortgagee shall be furnished with a statement of Mortgagor's architect, certifying the extent of the repair, restoration, and rebuilding completed to the date thereof, and that such repair, restoration, and rebuilding have been performed to date in conformity with the plans and specifications approved by Mortgagee; and Mortgagee shall be furnished with appropriate evidence of payment for labor or materials furnished to the Premises, and total or partial lien waivers substantiating such payments.
- (c) Prior to the payment or application of insurance proceeds or a condemnation or eminent domain award to the repair, restoration, or rebuilding of the Premises or of the improvements on the Premises as provided in Paragraphs 5 and 6 hereof, there shall have been delivered to Mortgagee the following:
- (i) A waiver of subrogation from any insurer that claims that no liability exists as to Mortgagor or the then owner or other assured under the policy of insurance in question; and
  - (ii) Such performance and payment bonds, and such insurance, in such amounts, issued by such company or companies and in such forms and substance, as are required by Mortgagee.
- (d) In the event Mortgagor shall fail to repair, restore, or rebuild the Premises or the improvements on the Premises within a reasonable time, then Mortgagee, at its option, and on not less than thirty (30) days' written notice to Mortgagor, may commence to repair, restore, or rebuild the Premises for or on behalf of Mortgagor, and for such purpose, may perform all necessary acts to accomplish such repair, restoration, or rebuilding. In the event that

# UNOFFICIAL COPY

insurance proceeds or a condemnation or eminent domain award shall exceed the amount necessary to complete the repair, restoration, or rebuilding of the Premises or of the improvements on the Premises, such excess shall be used by Mortgagor to upgrade the improvements on the Premises or shall be applied on account of the unpaid principal balance of the Note.

## 10. Release upon Payment and Discharge of Mortgagor's Obligations

If all of the indebtedness secured hereby is paid and discharged as the same becomes due and payable, and all of the covenants, warranties, undertakings, and agreements made in this Mortgage are kept and performed, and all obligations, if any, of Mortgagee for further advances have been terminated, then, and in that event only, all rights under this Mortgage shall terminate (except to the extent expressly provided herein with respect to indemnifications, representations, and warranties and other rights that are to continue following the release hereof), and the Premises shall become wholly clear of the liens, security interests, conveyances, and assignments evidenced hereby, and such liens and security interests shall be released by Mortgagee in due form at Mortgagor's cost and expense. Without limitation, all provisions herein for indemnity of Mortgagee shall survive discharge of the indebtedness secured hereby and any foreclosure, release, or termination of this Mortgage.

## 11. Notices

All notices permitted or required pursuant to this Mortgage shall be in writing and shall be deemed to have been properly given (a) upon delivery, if served in person or sent by facsimile with receipt acknowledged; (b) on the [third (3rd)] business day following the day such notice is deposited in any post office station or letter box if mailed by certified mail, return receipt requested, postage prepaid; or (c) on the [first (1st)] business day following the day such notice is delivered to the carrier if sent via a nationally recognized overnight delivery service (i.e., Federal Express) and addressed to the party to whom such notice is intended as set forth below:

**To Mortgagee:**

Scott Mazur

\_\_\_\_\_  
\_\_\_\_\_

**To Mortgagor:**

Dusanka Mraovic

\_\_\_\_\_  
\_\_\_\_\_

Either party may designate a different address for notice purposes by giving notice thereof.

## 12. Expenses Relating to Note and Mortgage

Mortgagor will pay all expenses, charges, costs, and fees relating to the loan evidenced by the Note and secured by this Mortgage or necessitated by the terms of the Note, this Mortgage, or any

# UNOFFICIAL COPY

of the other Loan Documents, including, fees in connection with the negotiation, documentation, , and enforcement of the Note, this Mortgage, and the other Loan Documents; all filing, registration, and recording fees; all other expenses incident to the execution and acknowledgment of this Mortgage.

## 13. Miscellaneous

### (a) Successors and Assigns

This Mortgage and all provisions hereof shall extend to and be binding on Mortgagor and its successors, grantees, and assigns, any subsequent owner or owners of the Premises who acquire the Premises subject to this Mortgage, and all persons claiming under or through Mortgagor and the word "Mortgagor" 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 Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby.

### (b) Invalidity of Provision

In the event one or more of the provisions contained in this Mortgage or in the Note secured hereby or in any security documents given to secure the payment of the Note secured hereby shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal, or unenforceable provision were not contained herein or therein. This Mortgage and the Note it secures shall be governed by and construed in accordance with the laws of the State of Illinois.

### (c) Option of Mortgagee To Subordinate

At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation or eminent domain award) to the Leases upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder and for the county wherein the Premises are situated, of a unilateral declaration to that effect

### (d) Value for Purposes of Insurance

Upon request by Mortgagee, Mortgagor agrees to furnish evidence of replacement value, without cost to Mortgagee, of the type that is regularly and ordinarily provided to insurance companies, with respect to the buildings and other improvements on the Premises.

### (e) Mortgagee in Possession



# UNOFFICIAL COPY

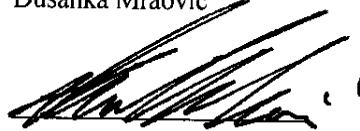
Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises by Mortgagee pursuant to this Mortgage.

### 15. Prepayment

Mortgagor shall have the privilege of making prepayment on the principal of the Note in whole or in part in accordance with the terms and conditions set forth in the Note.

IN WITNESS WHEREOF, the undersigned has executed this Mortgage as of the date first written above.

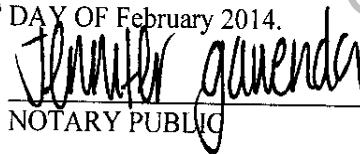
Dusanka Mraovic



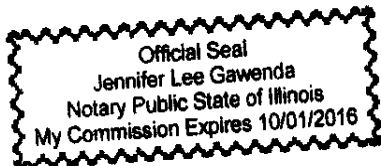
STATE OF ILLINOIS       )  
  )  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dusanka Mraovic, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5<sup>th</sup> DAY OF February 2014.

  
NOTARY PUBLIC

(SEAL)



My Commission expires: 10/01/2016

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION:

Address: 9034 Shields Avenue, Brookfield, IL 60513

PIN Number: 18-03-225-066-0000

LOT 16 IN BLOCK 3 IN CORONET CONSTRUCTION COMPANY'S RESUBDIVISION OF OAK AVENUE ADDITION TO BROOKFIELD, BEING A SUBDIVISION OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

LEGAL DESCRIPTION:

Address: 4231 Elm Avenue, Brookfield, IL 60513

PIN Number: 18-03-224-013-0000

LOT 29 IN BLOCK 3 IN ROOSEVELT PARK, A SUBDIVISION OF THE WEST 448.4 FEET OF THE EAST 1385 FEET LYING SOUTH OF THE CENTER LINE OF THE ROAD OF THE TRACT OF LAND DESCRIBED AS THE WEST ½ OF THE NORTHEAST ¼ AND THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 03, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office