



Doc#: 1427933060 Fee: \$54.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/06/2014 12:44 PM Pg: 1 of 9

Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 17-08-108-025-0000

Address:

Street: 1508 W. Huron Street

Street line 2: Unit 1W

City: Chicago

State: IL

ZIP Code: 60642

Lender: Patrick B. Kenny

Borrower: Bryan Kenny and Lindsey Kenny

Loan / Mortgage Amount: \$250,000.00

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: A71BB6C9-D6FF-4885-86B1-EC20A1D72393

Execution date: 07/29/2014

SA4742249 LP 3 of 3 DM7 CRAC

Property of Cook County Clerk's Office

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SC  
INT

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[Do not write above this line; recorder's use only]

**MORTGAGE**

THIS MORTGAGE is made this <sup>5/16</sup> 29<sup>th</sup> day of July, 2014, between BRYAN ~~H.~~ KENNY and LINDSEY ~~J.~~ KENNY (collectively, the "Mortgagor"), and PATRICK B. KENNY, an individual, hereinafter referred to as "Mortgagee."

WHEREAS, Mortgagor is the maker of that certain Secured Promissory Note dated as of even date herewith payable to the order of Mortgagee in the original principal amount of TWO HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$250,000.00) (the "Note") (terms not otherwise defined herein shall have the meanings assigned to them in the Note);

WHEREAS, Mortgagor has agreed to grant Mortgagee a mortgage in the real property legally described on Exhibit A hereto in order to secure Mortgagor's obligations pursuant to the Note and this Mortgage; and

WHEREAS, Mortgagor acknowledges the receipt of good and valuable consideration for this Mortgage.

NOW, THEREFORE, Mortgagor, to secure the payment of the principal and all interest due pursuant to the Note and such other sums as shall be due and owing by Mortgagor to Mortgagee in accordance with the terms, provisions and limitations set forth in this Mortgage and in the Note, and the performance of the Mortgagor's covenants and agreements contained herein and in the Note (each of the foregoing is collectively, the "Obligations") and also in consideration of the sum of Ten Dollars in hand paid, the receipt whereof is hereby acknowledged, MORTGAGES, GRANTS, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to Mortgagee the following:

(A) The land located in Cook County, Illinois (the "State"), legally described in attached Exhibit A ("Land");

(B) All the buildings, structures, improvements and fixtures of every kind or nature now or hereafter situated on the Land and all machinery, appliances, equipment, furniture and all other personal property of every kind or nature which constitute fixtures with respect to the Land ("Fixtures"), together with all extensions, additions, improvements, substitutions and replacements of the foregoing (collectively, the "Improvements");

(C) All easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers and appurtenances in any way belonging, relating or appertaining to any of the Land or Improvements, or which hereafter shall in any

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way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired ("Appurtenances");

(D) (i) All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to all or any portion of the Land, Improvements or Appurtenances or any part thereof or to any rights appurtenant thereto;

(ii) All compensation, awards, damages, claims, rights of action and proceeds of or on account of (a) any damage or taking, pursuant to the power of eminent domain, of the Land, Improvements or Appurtenances or any part thereof, (b) damage to all or any portion of the Land, Improvements or Appurtenances by reason of the taking, pursuant to the power of eminent domain, of all or any portion of the Land, Improvements, Appurtenances or of other property, or (c) the alteration of the grade of any street or highway on or about the Land, Improvements, Appurtenances or any part thereof; and, except as otherwise provided herein, Mortgagee is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor and, except as otherwise provided herein, to apply the same toward the payment of the indebtedness and other sums secured hereby; and

(iii) All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Land, Improvements or Appurtenances;

(E) All rents, issues, profits, income and other benefits now or hereafter arising from or in respect of the Land, Improvements or Appurtenances (the "Rents"); it being intended that this Granting Clause shall constitute an absolute and present assignment of the Rents, subject, however, to the conditional permission given to Mortgagor to collect and use the Rents as provided in this Mortgage;

(F) Any and all leases, licenses and other occupancy agreements now or hereafter affecting the Land, Improvements or Appurtenances, together with all security therefor and guaranties thereof and all monies payable thereunder, and all books and records owned by Mortgagor which contain evidence of payments made under the leases and all security given therefor (collectively, the "Leases"), subject, however, to the conditional permission given in this Mortgage to Mortgagor to collect the Rents arising under the Leases as provided in this Mortgage;

(G) Any and all after-acquired right, title or interest of Mortgagor in and to any of the property described in the preceding Granting Clauses; and

(H) The proceeds from the sale, transfer, pledge or other disposition of any or all of the property described in the preceding Granting Clauses (all of the property described in paragraphs (A) through (H) above is sometimes referred to collectively as the "Property");

subject, however, only to the liens and matters that are set forth on the final marked lender's title insurance commitment approved by Mortgagee at closing of the loan evidenced by the Note (collectively, the "Permitted Encumbrances"), TO HAVE AND TO HOLD the Property to Mortgagee, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Property (subject to Permitted Encumbrances) unto Mortgagee.

**MORTGAGOR FURTHER COVENANTS AND AGREES WITH MORTGAGEE AS FOLLOWS:**

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1. Mortgagor hereby waives presentment, protest and demand, notice of protest, notice of dishonor and nonpayment of amounts due hereunder and every other notice of any kind respecting this Mortgage except as set forth herein and in the Note.
2. In case of a default pursuant to the Note or this Mortgage, Mortgagee 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 Property 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 reasonable attorneys' fees, and any other monies advanced by Mortgagee to protect the Property and the lien hereof, shall be so much additional indebtedness secured hereby. Mortgagee, in 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.
3. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. The outstanding principal balance of the Note, together with all accrued and unpaid interest, shall be due and payable on the earlier of (i) July 29<sup>th</sup> 2023 and (ii) the date that Borrower closes the sale of the Property.
4. The proceeds of any foreclosure sale of the Property pursuant to this Mortgage 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 or of the Note constitute secured indebtedness additional to that set forth in the Note; third, all secured indebtedness and interest remaining unpaid under the terms of the Note; fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.
5. If the payment of said 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 Property, 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. Mortgagor covenants and agrees as follows:
  - (a) Condition and Repair. To keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
  - (b) Liens. To keep the Property free from liens and encumbrances superior to the lien of this Mortgage, including, without limitation, the timely payment of all real estate taxes relating to the Property, other than the first priority mortgage lien existing on the date of execution of this Mortgage;
  - (c) Waste. Not to commit waste or permit waste to be committed upon the Property;
  - (d) Conveyance. Not to sell, assign, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property without payment in full of all sums due pursuant to the Note (Mortgagee may deal with any transferee as to his interest in the same manner as with

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Mortgagor, without in any way discharging the liability of Mortgagor hereunder or under the Agreements);

(e) Alteration or Removal. Not to remove or demolish the Property, without Mortgagee's prior written consent;

(f) Condemnation. Subject to the rights of any mortgagee with a lien which has priority over this Mortgage, to pay to Mortgagee all compensation received for the taking of the Property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied, in such manner as Mortgagee determines, to rebuilding the Property or to installments of the Note (without penalty for prepayment);

(g) Insurance. To obtain liability insurance in an amount not less than \$1,000,000.00 naming Mortgagee as an additional insured, and extended coverage casualty insurance insuring the Property for its full replacement cost, naming Mortgagee as a loss payee;

(h) Title Insurance. To obtain an ALTA Loan Title Insurance Policy insuring this Mortgage for the amount of the Note, subject to no liens other than the Prior Mortgages, real estate taxes not due and payable and other exceptions satisfactory to Mortgagee.

(i) Ordinances, Inspection. To comply with all laws, ordinances and regulations affecting the Property. Upon not less than 24 hours' written notice to Mortgagor, Mortgagee and its authorized representatives may enter the Property at reasonable times to inspect it and, at Mortgagee's option, repair or restore it.

7. In the event Mortgagor, at any time, fails to provide Mortgagee with evidence of the insurance coverage as required by this Mortgage, Mortgagee may purchase the insurance coverage at Mortgagor's expense to protect Mortgagee's interest in the Property. Such insurance may, but need not, protect Mortgagor's interests, and Mortgagee shall be under no obligation to so protect Mortgagor's interests. The insurance coverage that Mortgagee purchases on behalf of Mortgagor may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Property. Mortgagor may later cancel any insurance coverage purchased by Mortgagee, but only after providing Mortgagee with evidence that insurance coverage has been obtained as provided in this Mortgage. In the event Mortgagee purchases all or any portion of the insurance coverage for the Property or as otherwise required hereunder, Mortgagor will be responsible for all costs and expenses of such insurance coverage, including, but not limited to, interest and any other charges imposed by Mortgagee in connection with the purchase of the insurance coverage, until the effective date of the cancellation or expiration of the insurance coverage. The cost and expenses of any insurance coverage purchased by Mortgagee shall be added to the obligations secured hereby, payable on demand, and shall bear interest at the highest rate charged under any of the obligations from the date incurred or paid by the Mortgagee to the date of repayment by the Mortgagor. Mortgagor acknowledges that the cost of the insurance coverage purchased by Mortgagee pursuant hereto may be more than the cost of insurance Mortgagor may be able to obtain on its own. Mortgagor shall deliver to Mortgagee, in kind, all instruments representing proceeds of insurance received by Mortgagor.

8. This Mortgage 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 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.



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9. This Mortgage may not be amended or modified except by an instrument in writing signed by the party against whom enforcement of the amendment or modification is asserted.

10. Upon payment in full of all indebtedness secured by this Mortgage and the satisfaction of all obligations of Mortgagor hereunder, Mortgagee shall release the lien of this Mortgage.

11. Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

12. This Mortgage was negotiated in the State of Illinois, and made by Mortgagor and accepted by Mortgagee in the State of Illinois, and the proceeds of the Loan secured hereby were disbursed from Illinois, which State the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby, and in all respects, including, without limiting the generality of the foregoing, matters of construction, validity and performance, this Mortgage and the indebtedness secured hereby shall be governed by, and construed in accordance with, the laws of the State of Illinois applicable to contracts made and performed in such State, without regard to the principles thereof regarding conflicts of laws, and any applicable laws of the United States of America, except with respect to the provisions hereof which relate to realizing upon the security covered by this Mortgage which shall be governed by the State in which the Property are located, it being understood that, to the fullest extent permitted by the law of such State the law of the State of Illinois shall govern the validity and enforceability of the Note, this Mortgage, and the Indebtedness arising thereunder. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Mortgage.

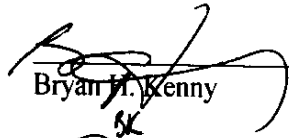
13. WAIVER OF RIGHT TO JURY TRIAL. MORTGAGOR AND MORTGAGEE ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS MORTGAGE OR THE LOAN DOCUMENTS OR WITH RESPECT TO THE TRANSACTION CONTEMPLATED THEREBY WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND, THEREFORE, THE PARTIES AGREE THAT ANY LAWSUIT ARISING OUT OF ANY SUCH CONTROVERSY SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

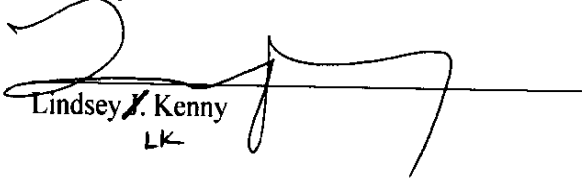
14. WAIVER OF STATUTORY RIGHTS. MORTGAGOR AGREES THAT IT SHALL NOT APPLY FOR OR AVAIL ITSELF OF AND HEREBY WAIVES THE BENEFIT OF, FOR ITSELF AND ALL WHO MAY CLAIM THROUGH OR UNDER IT, ANY APPRAISEMENT, VALUATION, STAY, MORATORIUM, EXTENSION OR EXEMPTION LAWS, INCLUDING HOMEOWNER'S EXEMPTION, WHETHER EXISTING ON THE DATE OF THIS MORTGAGE OR HEREAFTER ENACTED, IN ANY ENFORCEMENT OR FORECLOSURE OF THIS MORTGAGE. MORTGAGOR, FOR ITSELF AND ALL WHO MAY CLAIM THROUGH OR UNDER IT, WAIVES ANY AND ALL RIGHT TO HAVE THE PREMISES OR ANY PORTION THEREOF MARSHALED UPON ANY FORECLOSURE OF THIS MORTGAGE AND MORTGAGOR AGREES THAT ANY COURT HAVING JURISDICTION TO FORECLOSE THIS MORTGAGE MAY ORDER THE PREMISES SOLD AS AN ENTIRETY. MORTGAGOR DOES HEREBY WAIVE ANY AND ALL RIGHTS OF REINSTATEMENT AND RIGHTS OF REDEMPTION FROM SALE UNDER ANY JUDGMENT OR DECREE OF FORECLOSURE OF THIS MORTGAGE ON BEHALF OF ITSELF AND EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

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Mortgagor has executed this Mortgage on the day and year first above written.

MORTGAGOR:

  
 \_\_\_\_\_  
 Bryan H. Kenny  
 BK

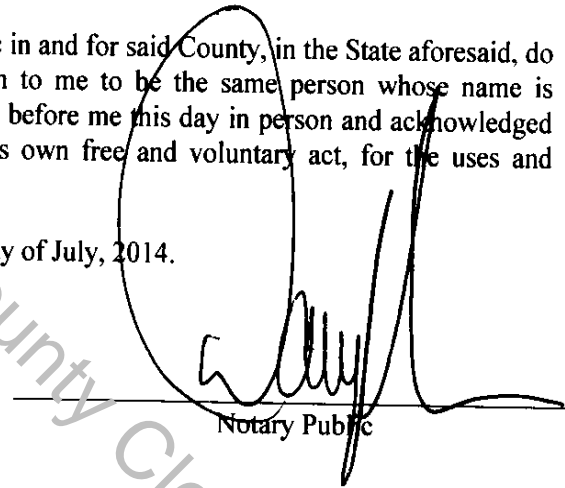
  
 \_\_\_\_\_  
 Lindsey J. Kenny  
 LK

STATE OF ILLINOIS        )  
   )  
   ) SS:  
 COUNTY OF COOK         )

I, Daryl Moon , a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bryan H. Kenny, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21 day of July, 2014.



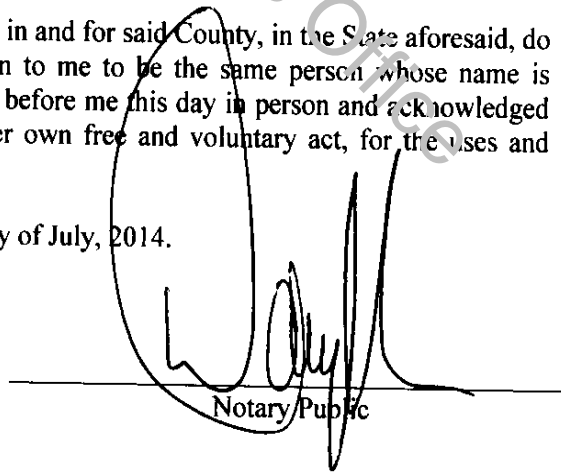
  
 \_\_\_\_\_  
 Notary Public

STATE OF ILLINOIS        )  
   )  
   ) SS:  
 COUNTY OF COOK         )

I, Daryl Moon , a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lindsey J. Kenny, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of July, 2014.



  
 \_\_\_\_\_  
 Notary Public

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This instrument was prepared by  
and after recording return to:

Patrick B. Kenny  
1111 Westleigh Road  
Lake Forest, IL 60045

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

Property of Cook County Clerk's Office



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## EXHIBIT A

### LEGAL DESCRIPTION

Common Address of Real Estate: 1508 W. Huron, Unit 1W, Chicago, IL 60642

**STREET ADDRESS:** 1508 W. HURON ST

UNIT 1W

**CITY:** CHICAGO

**COUNTY:** COOK

**TAX NUMBER:** 17-08-108-025-0000 ; 17-08-108-026-0000 ; 17-08-108-027-0000

#### **LEGAL DESCRIPTION:**

##### **PARCEL 1:**

UNIT NUMBER 1W IN 1508 W. HURON CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:  
LOTS 26, 27 AND 28 IN BLOCK 4 IN BICKERDIKE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.  
WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 1410818014 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

##### **PARCEL 2:**

THE (EXCLUSIVE) RIGHT TO THE USE OF G2, LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 1410818014.

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