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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1516646192 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/15/2015 09:50 AM Pg: 1 of 8

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 09-09-403-068-1168

Address:

Street: 9979 Linda Lane

Street line 2: Unit GE

City: Des Plaines

State: IL

ZIP Code: 60016

Lender: Anastasios Ziabaras

Borrower: 9979 Linda, LLC, an Illinois limited liability company

Loan / Mortgage Amount: \$49,000.00

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: 61DD31B0-42B9-4DC9-8231-05C81E41A16D

Execution date: 6/2/2015

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**This instrument prepared by
and upon recording mailed to:**

Harry J. Fournier, Esq.
Fournier Law Firm, Ltd.
2001 Midwest Road, Suite 206
Oak Brook, IL 60523

MORTGAGE

THIS MORTGAGE ("Mortgage") is given on June 2, 2015. The mortgagor is **9979 Linda, LLC, an Illinois limited liability company ("Owner")**. This Mortgage is given to **Anastasios Ziabaras**, whose address is 8536 N. Ottawa, Niles, Illinois 60714 ("**Lender**"). Owner owes Lender the principal sum of Forty-Eight Thousand Four Hundred Five and 92/100 cents (\$49,000.00). This debt is evidenced by a Secured Balloon Promissory Note executed by Owner dated the same date as this Mortgage ("**Note**"), which provides for a lump sum balloon payment of principal and interest with the full debt, if not paid earlier, due and payable on June 2, 2020. This Mortgage 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, with interest, advanced under paragraph 6 to protect the security of this Mortgage; and (c) the performance of Owner's covenants and agreements under this Mortgage. For this purpose, Owner does hereby mortgage, grant and convey to Lender the property commonly known as 9979 Linda Lane, Unit GE, City of Des Plaines, County of Cook, State of Illinois 60016 and legally described on Exhibit A attached hereto, 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 (the "**Property**").

OWNER COVENANTS that Owner 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 any encumbrances of record. Owner warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Owner covenants and agrees as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges.** Owner 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. Application of Payments.** Lender shall have the sole, exclusive and unreviewable right unilaterally (and without notice to or the consent of any person) to allocate any and all payments which may be received by or tendered to Lender made by the Owner or any other person (including, without limitation, any guarantor now or hereafter existing) at any time or from time to time and which relate in any way to the sums advanced hereunder or any of the other Loan Documents, as defined in the Note, in any order of priority as Lender, in its sole and exclusive discretion determine to: (i) the payment of any costs and expenses incurred by Lender hereof to enforce any rights hereunder or under the other Loan Documents or to preserve or protect the Property; (ii) accrued but unpaid interest, penalties and late payment fees; and (iii) principal.

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3. **Charges; Liens.** Owner shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage. Owner shall pay these obligations on time directly to the person owed payment. Owner shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Owner makes these payments directly, Owner shall promptly furnish to Lender receipts evidencing the payments.

Owner shall promptly discharge any lien which has priority over this Mortgage unless Owner: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, Lender may give Owner a notice identifying the lien. Owner shall satisfy the lien or take one or more of the actions set forth above within 10 days of giving notice as provided herein.

4. **Hazard or Property Insurance.** Owner shall keep the interior and contents of 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. The insurance carrier providing the insurance shall be chosen by Owner subject to Lender's approval which shall not be unreasonably withheld. If Owner 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 6.

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

Unless Lender and Owner 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 is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Owner. If Owner 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 settle such claim and collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when notice is given as provided herein.

If under paragraph 16 the Property is acquired by Lender, Owner's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

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

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forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or Lender's security interest. Owner may cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Owner's interest in the Property or other material impairment of the lien created by this Mortgage or Lender's security interest.

6. **Protection of Lender's Rights in the Property.** If Owner fails to perform the covenants and agreements contained in this Mortgage, 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 or 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 Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Owner secured by this Mortgage. Unless Owner and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Default Rate under the Owner's Note and shall be payable, with interest, upon notice from Lender to Owner requesting payment.

7. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Owner notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Owner. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless Owner and Lender otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Owner. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Owner and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

If the Property is abandoned by Owner, or if, after notice by Lender to Owner that the condemnor offers to make an award or settle a claim for damages, Owner fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due.

Unless Lender and Owner otherwise agree in writing, any application of proceeds to principal shall

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not extend or postpone the due date of the Note.

9. **Owner Not Released; forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Owner shall not operate to release the liability of the original Owner or Owner'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 Mortgage by reason of any demand made by the original Owner or Owner'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.
10. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Owner. Owner's covenants and agreements shall be joint and several.
11. **Notices.** Any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and personally delivered, sent by first class registered or certified mail, postage prepaid, return receipt requested; sent by telefacsimile, provided a hard copy is mailed on that date to the party for whom such notices are intended or sent by other means at least as fast and reliable as first class mail. A written notice shall be deemed to have been given to the recipient party on the earlier of (i) the date it shall be delivered to the address required by this Agreement; (ii) the date delivery shall have been refused at the address required by this Agreement; (iii) with respect to notices sent by mail, the date as of which the postal service shall have indicated such notice to be undelivered at the address required by this Agreement, or (iv) with respect to a telefacsimile, the date on which the telefacsimile is sent. Any and all notices referred to in this Agreement, or which any party desires to give to the other, shall be addressed as follows:

If to Lender:

Anastasios Ziabaras
8536 N. Ottawa
Niles, Illinois 60714

If to Owner:

9979 Linda, LLC
c/o Anastasios Ziabaras or George Korolis
1700 Pheasant Trail
Mt. Prospect, IL 60056

or to such other address as the person to whom notice is to be given may have furnished to the other in writing in accordance herewith. A communication given by any other means shall be deemed duly given when actually received by the addressee.

12. **Governing Law; Severability.** This Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

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13. **Transfer of the Property or a Beneficial Interest in Owner.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Owner is sold or transferred and Owner is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Owner notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Owner must pay all sums secured by this Mortgage. If Owner fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage or the law, without further notice or demand on Owner.

14. **Hazardous Substances.** Owner shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Owner 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.

Owner 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 Owner has actual knowledge. If Owner 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, Owner shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 15, "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 15, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.


15. **Acceleration; Remedies.** Lender shall give notice to Owner prior to acceleration following Owner's breach of any covenant or agreement in this Mortgage. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Owner, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 16, including, but not limited to, reasonable attorneys' fees and costs of title evidence. The remedies described herein are cumulative and not mutually exclusive.
16. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Owner. Owner shall pay any recordation costs.

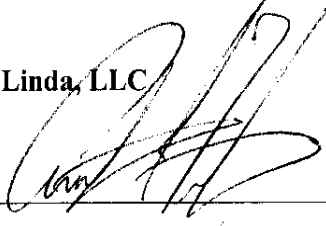
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BY SIGNING BELOW, Owner accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Owner and recorded with it.


 MEMBER


9979 Linda, LLC
 By: 
 Its member

STATE OF ILLINOIS)
) SS.
 COUNTY OF Cook

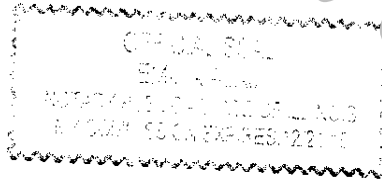
On the 2nd day of June, 2015, before me, the undersigned, personally appeared * _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on said instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

* ANASTASIOS ZIABARAS and George Korolis

{SEAL}


 Notary Public

My Commission Expires: 12/21/16



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EXHIBIT A

Legal Description:

LOT 1 (EXCEPT THE EAST 20 FEET THEREOF) IN UNIT NUMBER 3 OF PERCY WILSON'S LAKE FOREST WESTLANDS, BEING A RESUBDIVISION OF PARTS OF SECTIONS 6 AND 7, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1956 AS DOCUMENT 928347, IN BOOK 33 OF PLATS, PAGE 135, IN LAKE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

09-09-403-068-1426

PROPERTY ADDRESS:

9979 Linda Lane, Unit GE, Des Plaines, IL 60016

Property of Cook County Clerk's Office

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