

Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption



Doc#: 1518722017 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/06/2015 09:09 AM Pg: 1 of 7

15575153903

St 2/2

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 29-03-428-052-0000

Address:

Street: 14519 Sanderson Avenue

Street line 2:

City: Dolton

State: IL

ZIP Code: 60419

Lender: Freeland Lending, LLC

Borrower: Fixtopia Property Solutions, LLC

Loan / Mortgage Amount: \$88,096.60

This property is located within the program area and is exempt from the requirements of 765 ILCS 771/70 et seq. because it is not owner-occupied.

Certificate number: 5CD640DF-1959-4CE1-83BF-286F742114AC

Execution date: 6/26/2015

CCRD REVIEWER RV

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## MORTGAGE

**KNOW ALL MEN BY THESE PRESENTS**, that **Fixtopia Property Solutions, LLC** (hereinafter known and described as the "Mortgagor"), a Georgia Limited Liability Company, whose mailing address is 1655 Centerview Dr, #224, Duluth, GA 30096 for the consideration of **EIGHTY-EIGHT THOUSAND NINETY-SIX DOLLARS AND 60/100 DOLLARS (\$88,096.60)** received to its full satisfaction as a Private Loan from **FREELAND LENDING, LLC** an Ohio Limited Liability Company, whose mailing address is 1109 Carnegie Ave., Cleveland, OH 44115 (hereinafter known and described as the "Mortgagee"), does hereby **MORTGAGE, GRANT, REMISE, RELEASE, ALIEN, AND CONVEY** unto the said Mortgagee, its successors and assigns, the premises commonly known as **14519 Sanderson Ave., Dolton, IL 60419** and more fully described in its legal description, as follows:

LOT 10 AND THE SOUTH 20 FEET OF LOT 9 IN BLOCK 4 IN D. LEONARD'S SUBDIVISION OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: **14519 Sanderson Ave., Dolton, IL 60419**

Together with all buildings and improvements now situated or which may hereafter be erected and/or improved thereon;

Together with, all and singular, the easements, rights-of-way, licenses, privileges, leases, tenements, hereditaments, emblements, estovers, and all appurtenances thereunto belonging or in any way appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof, and also all of the estate, right, title, property, claim(s) and demand(s) whatsoever of the Mortgagor of, in, and to the same and of, in, and to every part and parcel thereof;

Together with all right, title and interest of Mortgagor, if any, in and to the land lying in the bed of any street, road or avenue, whether dedicated, opened or proposed, in front of, or adjoining the above described premises, to the centerline thereof, and in and to all appurtenances thereto;

Together with any and all awards and payments, including interest thereon, and the right to receive the same which may be made with respect to said premises as a result of the exercise of any right of eminent domain, including, but not limited to, the alteration of the grade of any street or any other injury to or decrease in the value of said premises.

All of the foregoing collectively shall be deemed to be and are hereinafter referred to as the "Premises" or "said premises".

**TO MAKE AND TO HOLD** the above granted and bargained Premises and all the rents, issues and profits thereof, unto the said Mortgagee, its successors and assigns, forever, for the purpose of securing:

- (a) Payment of the indebtedness evidenced by the Promissory Note of even date herewith, executed by Mortgagor and payable to the order of Mortgagee, according to the terms and provisions of said Note; and
- (b) Performance and observance of each covenant and agreement of the Mortgagor herein contained.

And the said Mortgagor does, for itself and its successors and assigns, covenant with the said Mortgagee, its successors and assigns, that at and until the ensembling of these presents he is well seized of the Premises as a good and

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indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written; that said premises are free and clear from all liens, legal, equitable or otherwise, encumbrances and defects of title whatsoever, except building and use restrictions, and not subject to foreclosure, condemnation or demolition proceedings or order, and zoning ordinances if any, taxes and assessments, both general and special, not yet due and payable and all such other conditions of record which exist as of the date hereof, and that said Mortgagor will warrant and defend said premises, with all appurtenances thereunto belonging, to the said Mortgagee, its successors and assigns, forever, against all claims and demands whatsoever, except as above stated.

**THE CONDITIONS OF THIS MORTGAGE** are such that:

**WHEREAS**, said Mortgagor has executed and delivered to said Mortgagee, its Promissory Note (hereinafter referred to as the "Note") of even date herewith in the principal sum of **EIGHTY-EIGHT THOUSAND NINETY-SIX DOLLARS AND 60/100 DOLLARS (\$88,096.60)** and

**WHEREAS** upon the request of Mortgagor, Mortgagee may hereafter, at its option, at any time after this Mortgage is delivered to the County Recorder for recording, make further advances to the Mortgagor to the extent that the total unpaid loan indebtedness, exclusive of interest thereon, does not exceed the maximum amount of **EIGHTY-EIGHT THOUSAND NINETY-SIX DOLLARS AND 60/100 DOLLARS (\$88,096.60)** which may be outstanding at any time, and any such further advances, with interest, shall be secured by this Mortgage; and

**WHEREAS**, the Mortgagor, for itself and for its successors and assigns, does hereby covenant and agree with the Mortgagee, its successors and assigns, as follows:

1. That the Mortgagor will pay the indebtedness secured hereby in the manner and at the times provided in the Note, and that until the Note is fully paid and satisfied, Mortgagor will comply with all the covenants and conditions contained herein to be performed by the Mortgagor.
2. That the Mortgagor will pay and discharge, as the same may or shall become due and payable, all taxes, assessments and other governmental charges whatsoever now or hereafter levied, assessed or imposed upon said premises or any part thereof.
3. That the Mortgagor will keep said premises free and clear from all encumbrances, claims, attachments, municipal building code violations ("Citations"), mechanics' liens and statutory liens during the existence of the Mortgage.
4. That Mortgagor will keep and maintain said premises in good condition and repair, and will not suffer or permit waste to be committed upon said premises.
5. That the Mortgagor shall, at or before purchasing said property and/or encumbering same after acquiring ownership, and/or pledging said property as collateral for a private loan, obtain and maintain "Broad Form/Special Perils" insurance coverage upon all insurable property now or hereafter forming part of said premises, protecting such property against fire and all other hazards. Such insurance shall: (i) be written in an amount equal to the full replacement value of the Premises, but not less than the principal sum of the Note, by insurance companies licensed to do business in the State of Illinois; (ii) protect the interest of Mortgagee in the Premises; and (iii) contain the appropriate mortgagee's loss payable clause in favor of Mortgagee. Mortgagor shall provide Mortgagee with True Copies of all certificates of insurance, including all riders, and exclusions, evidencing the existence and full coverage of the policies required hereunder. Such policies and certificates shall provide that no coverage required hereunder shall be cancelled without ten (10) days' prior written notice to Mortgagee. Mortgagor hereby assigns to Mortgagee all such policies of insurance as collateral and as further security for payment of the indebtedness secured by this Mortgage, and if Mortgagee, by reason of such insurance receives any money for loss or damage to the Premises, such monies may, at the option of the Mortgagee, be retained and applied toward payment of the indebtedness secured by this Mortgage, or be paid over wholly or in part for the repair of the Premises for the erection of new buildings thereon or for any other purposes satisfactory to Mortgagee.
6. That in the event Mortgagor transfers, assigns, encumbers, or conveys the Premises, or any interest therein, the indebtedness secured hereby will immediately become due and fully payable. The terms "transfer, assign, or convey" are defined to include, without limitation: (1) any agreement to sell the Premises, (2) a land contract, (3) in the event Mortgagor is a corporation, a sale, transfer, encumbrance or assignment of fifty percent (50%) or more of the outstanding shares of the corporation, (4) in the event Mortgagor is a partnership or limited liability company, the sale, transfer, or assignment of twenty-five percent (25%) or more of the partnership or limited liability company interests, (5) the conveyance of any mortgage or security interest in the Premises, or (6) any other transfer of the Premises.

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7. That the Mortgagee, for the protection of its interest in said premises, is hereby authorized and empowered to perform all acts which a mortgagee may perform under the Mechanics Lien Act of the State of Illinois, 770 ILCS 60/0.01 et seq., or any amendments thereof or acts supplementary thereto, which are now in effect or which may be hereafter enacted and effective.

8. That should Mortgagor default in the payment of the indebtedness evidenced by said Note according to its terms, Mortgagee may, at its election, declare the entire indebtedness hereby secured to be immediately due and payable without notice to Mortgagor, which notice Mortgagor hereby expressly and knowingly waives.

Mortgagor further understands and agrees that in the event of default, with notice given, Mortgagee may, at its option, immediately select and appoint a Property Manager of its own choosing as the Manager of the Premises and real property that is the subject of this private business loan, namely the Premises commonly known as **14519 Sanderson Ave., Dolton, IL 60419**. Thereafter, said Property Manager is and shall be immediately empowered, on behalf of Mortgagor, to total management of said premises, to have full and unimpaired access thereto, secure same, rent and/or lease said premises as Agent of Mortgagor, to collect rents, pay utilities, and make necessary repairs and improvements. In so doing, said Property Manager shall not suffer any interference, objection or other impediments or restraints by Mortgagor, and shall only be accountable, but not be liable or culpable for any and all ministerial acts made on behalf of Mortgagor.

Mortgagor further understands and agrees that any default by Mortgagor in the payment of indebtedness due in this specific Mortgage and Note shall also affect and be applicable to all other mortgages, Notes and indebtedness this Mortgagor had, has and will have in the future with Mortgagee, and that default in any one Private Loan Agreement shall immediately affect all other Private Loan Agreements by and between this Mortgagor and Mortgagee, with or without Notice. The effect of any default by Mortgagor hereby confers upon Mortgagee the right to declare one, more, or all other loans in default and immediately payable in full or, at Mortgagee's discretion, to seize all real property, whereby Mortgagor shall immediately forfeit all rights, title and interests thereto, and be subject to the imposition of additional costs, legal fees, servicing costs, and all litigation expenses necessitated thereby. Upon any such default, Mortgagor knowingly waives all right to claims, defenses and/or trial, essentially confessing judgment in favor of Mortgagee/Lender.

Mortgagor further understands and agrees that when the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration, default, or otherwise, 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, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended and entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title, as Mortgagee may deem necessary either to prosecute such suit or to evidence to bidders at any sale that 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 and such expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or other proceeding affecting this Mortgage, the Note, or the Premises, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any litigation or other proceeding or threatened litigation or other proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the default rate, and shall be secured by this Mortgage.

9. That should Mortgagor fail to pay all taxes, assessments and other governmental charges on said premises, including casualty insurance premiums, or fail to deposit any certificate of insurance policy or policies, or renewals thereof with the Mortgagee, or fail to keep and maintain said premises in good condition and repair, free of citations or violations, or in case Mortgagor shall default in the observance or performance of any other covenants devolving upon it for observance or performance hereunder, then, in any such case, the Mortgagee, at its option, is hereby authorized and empowered by the Mortgagor for Mortgagee's better security (but Mortgagee shall not be obligated to do so) to pay said taxes, assessments and other governmental charges and other charges against all or any part of said premises, to cause insurance coverage to be obtained for said premises and to pay the premiums therefore, and to perform any other covenants in default, and Mortgagor agrees immediately to repay any sums of money so paid or expended, with interest thereon, at a rate equal to the default interest rate set forth in the Note, from the date of such payments, computed and payable monthly, and such sums so paid or expended, with interest as aforesaid, unless so repaid, shall be added to and be deemed part of the indebtedness secured hereby, and shall be secured by the lien of this Mortgage in the same manner as the principal sum and interest thereon are secured, but no such payment by the Mortgagee shall relieve the Mortgagor of the

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consequences of any default, and any such payment shall be without prejudice to Mortgagee's right to declare the entire indebtedness hereby secured to be immediately due and payable, or to any other remedy or right of Mortgagee.

10. That Mortgagor agrees to indemnify Mortgagee against any costs and expenses including all costs, attorney fees and litigation expenses incurred by Mortgagee in any legal proceedings relating to this mortgage in which Mortgagee is named as a party and/or in any legal proceedings in which Mortgagee, in good faith, determines that it must bring and/or intervene, in order to preserve and protect its rights and interests in the properties and Premises. Mortgagor further agrees to pay all costs and expenses, including attorney fees, servicing fees, and litigation expenses, incurred by Mortgagee in any default, litigation, and/or foreclosure proceedings brought on this Mortgage. Should Mortgagor fail, on demand, to pay such attorney's fees and expenses incurred by Mortgagee on demand, the lien of this Mortgage shall be deemed to secure all such fees and expenses incurred and the Note evidencing this Mortgage shall not be deemed paid until all such fees and expenses have been fully paid or recovered by Mortgagee, together with all accrued interest continuing until fully paid.

11. That the Mortgagor acknowledges the indebtedness hereby secured was incurred in good faith for full value received and that the Mortgagor has no defenses, set-offs, or counterclaims thereto.

12. That the Mortgagor acknowledges that the indebtedness hereby secured was incurred for business purposes only and is not for personal, family, household, or other unauthorized use or purposes.

13. That no waiver by Mortgagee of any breach of any covenant of Mortgagor herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenant herein contained.

14. That in the event that any one or more of provisions of this Mortgage shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part, or in any respect or in the event that any one or more of the provisions of this Mortgage shall operate, or would prospectively operate, to invalidate this Mortgage, then, and in any such event, only such provision or provisions shall be deemed to be null and void and of no force or effect and shall not affect any other provision of this Mortgage, and the remaining provisions of this Mortgage shall remain operative and in full force and effect and shall in no way be affected, prejudiced or altered thereby.

15. That as further security for the Mortgagee, the Mortgagor hereby assigns to the Mortgagee all rental income, receipts, revenues, issues, profits, damages, and awards now or hereafter due, or to which the Mortgagor may now or shall hereafter become entitled, or may demand or claim, arising or issuing from or out of any leases with respect to the Premises or otherwise arising from or out of the Premises. This assignment, however, shall be operative only in the event of the occurrence of a default hereunder or under the Note. Mortgagor hereby confers on Mortgagee the exclusive power, to be used, or not, in its sole discretion to act as agent, or to appoint a third person or Attorney-at-Law to act as agent for Mortgagor, with power to enter and take possession of the Premises, and collect all rents arising from the Premises and apply such rents, at the option of Mortgagee, to the payment of the mortgage debt, taxes, costs of maintenance, repairs, expenses incident to managing, and other expenses, in such order of priority as Mortgagee may in its sole discretion determine, and to turn any balance remaining over to Mortgagor; but such collection of rents shall not operate as a confirmation, acceptance, consent, ratification, or any other affirmation of any tenant or lease of said premises, in the event Mortgagor's title to the Premises should be acquired by Mortgagee. Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee.

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NOW, THEREFORE, if the said Mortgagor shall well and truly pay the aforesaid Note and all other indebtedness secured hereby, to the said Mortgagee, its successors and assigns, and shall observe and perform all of the covenants and agreements herein set forth on Mortgagor's part to be observed and performed, then this Mortgage deed shall become null and void; otherwise the same shall remain in full force and virtue in law.

Whenever in this instrument the context so admits or requires, the names of Mortgagor and Mortgagee and the terms "Mortgagor" and "Mortgagee" shall be construed as including their successors and assigns, as the case may be.

IN WITNESS THEREOF, this instrument has been executed this 26 day of June, 2015.

### MORTGAGOR

Fixtopia Property Solutions, LLC

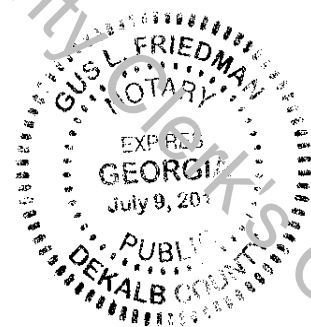
By: [Signature] Member  
Charmelle Harris Member

BEFORE ME, a Notary Public in and for the State of Illinois and County of Fulton, personally appeared the above-named **Fixtopia Property Solutions, LLC**, a Georgia Limited Liability Company, by Charmelle Harris, its Member, whose identity was sufficiently proven to me, and who, having been first duly sworn according to law, stated, acknowledged and affirmed that he did, with specific authority so to do, make, execute, publish and sign this foregoing instrument as evidence of affirmative intent, on behalf of **Fixtopia Property Solutions, LLC**, to be fully bound to this instrument.

IN TESTIMONY WHEREOF, I set my hand and official seal this 26 day of June, 2015.

[Signature]  
Notary Public

This instrument prepared by:  
FREELAND LENDING  
1109 Carnegie Avenue, Cleveland, OH 44115  
(216) 531-5310 x7100



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## LEGAL DESCRIPTION

Order No.: 15ST5153903SK

LOT 10 AND THE SOUTH 20 FEET OF LOT 9 IN BLOCK 4 IN D. LEONARD'S SUBDIVISION OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office