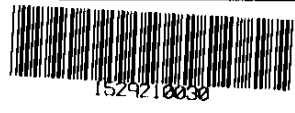


268307
FIRST AMERICAN TITLE

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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption

Doc#: 1529210030 Fee: \$50.00
RHSP Fee: \$9.00 APRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/19/2015 10:11 AM Pg: 1 of 7

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 11-18-410-010-0000

Address:

Street: 321 Lake Street

Street line 2:

City: Evanston

State: IL

ZIP Code: 60201

Lender: Bernard T. Rocca III Trust, Bernard T. Rocca III, Trustee

Borrower: Richard M Rocca and Corinne W Rocca

Loan / Mortgage Amount: \$300,000.00

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: 12E8366F-1926-43B3-B349-0A89F97A1C3D

Execution date: 9/17/2015

Property of Cook County Clerk's Office

S Y
P 7c
S N
SC Y
INT AB

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2108 3077

FIRST AMERICAN TITLE

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING, MAIL TO:

Edward B. Chez, Esq.
141 W. Jackson Blvd.
Suite 2900
Chicago, Illinois 60604

Property of Cook County Clerk's Office

RECORDER'S STAMP

JUNIOR MORTGAGE AND SECURITY AGREEMENT

THIS JUNIOR MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") is made as of September 17, 2015, by and between Richard M. and Corinne W. Rocca, referred to as "Mortgagor", having a principal place of residence at 321 Lake Street, Evanston, IL 60201, and the Bernard T. Rocca III Trust, Bernard T. Rocca III, Trustee, having a principal place of business at 1414 Forest Avenue, Evanston, IL 60201, hereinafter referred to as "Mortgagee".

TO SECURE the payment of the indebtedness as hereinafter mentioned and the performance of the covenants and agreements herein contained, to be performed by Mortgagor, and for good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby acknowledged, the Mortgagor hereby agrees and covenants that:

Mortgagor hereby irrevocably and absolutely does by these presents, grant, mortgage, convey, transfer, assign, bargain and sell to Mortgagee, its successors and assigns, with all powers of sale, and all statutory rights under the laws of the State of Illinois, all of Mortgagor's present and hereafter acquired estate, right, title and interest in, to and under, and grants to Mortgagee a security interest in, the real property described in Exhibit A attached hereto and incorporated herein by this reference, together with all buildings, structures and improvements, now or hereafter erected thereupon, and together with the fixtures and personal property therein and thereon, and also together with all easements and the rents, issues and profits of the said property (which real property, buildings, structures, improvements, fixtures and personal property, easements, rents, issues and profits are hereinafter sometimes referred to as the "Property").

TO HAVE AND TO HOLD all of the Property unto said Mortgagee forever, subject to the prior mortgage of record to Mortgagee as of the date hereof, for the uses herein set forth.

TO SECURE the payment of a certain indebtedness and other obligations owed to the Mortgagee evidenced by a certain Promissory Note of even date herewith (the "Note") made by Mortgagor, in favor of Mortgagee, in the

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principal amount of \$300,000.00 and;

To further secure performance of the other terms and provisions in the Note, and to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained:

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the Property, including those heretofore due, and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor, and all such sums extended against the Property shall be conclusively deemed valid for the purpose of this requirement.

(2) To keep the improvements now and or hereafter situated upon the Property insured against loss or damage by fire, lightning, windstorm and such other hazards as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such monies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of foreclosure sale payable to the successful bidder, owner of any deficiency, any receiver or redemptioner, or any grantee in the Sheriff's Deed, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of them by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full.

(3) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the Property;

(4) To promptly repair, restore or rebuild any buildings or improvements, and or hereafter on the Property which may become damaged or destroyed;

(5) To keep the Property in good condition and repair, without waste, and free from any mechanic's, or other lien or claim of lien not expressly subordinated to the lien hereof;

(6) Not to suffer or permit any unlawful use of or any nuisance to exist on the Property nor to diminish nor impair its value by any act or omission to act;

(7) To comply with all requirements of law with respect to the Property and the use thereof;

(8) To perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due;

(9) To keep the Property free from any liens, except as permitted herein;

(10) Not to suffer or permit, without the written permission of the Mortgagee being first had and obtained, any use of the Property for any purpose other than that for which it is now used;

(11) That all easements, rents, issues and profits of the Property are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of the Property or any part thereof, whether said lease or agreement is written or verbal, and it is the intention

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hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any judgment of foreclosure, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate the Property, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair the Property, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure the lien as hereby created on the Property and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purchases, first on the interest and then on the principal of the indebtedness hereby secured, before or after any judgment of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a judgment in person therefor or not. Wherever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a judgment foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued, Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of the Property without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions related to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

B. THE MORTGAGOR FURTHER COVENANTS:

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any monies paid or disbursed by the Mortgagee for any of the above purposes and such monies shall become so much additional indebtedness hereby secured and may be included in any judgment foreclosing this Mortgage and be paid out of the rents or proceeds of sale of the Property if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

(2) That it is the intent hereof to secure payment of the Note whether the entire amount of the Note shall have been advanced at the date hereof or at a later date;

(3) That time is of the essence hereof, and if default be made in performance of any covenant, term, provision, representation or warranty contained herein or in the Note, or in making any payment under the Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of its creditors or if its property or assets be placed under control of or in custody of any court or officer of the government, or any receiver, liquidator, custodian, trustee (or similar official), or if the Mortgagor abandons any of its property or assets, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, and Mortgagee

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may also immediately proceed to foreclose this Mortgage;

(4) That upon the commencement of any foreclosure proceeding hereunder, there shall be allowed and included as an additional indebtedness in the judgment of foreclosure and sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Sheriff's fees and commission, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the judgment) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such judgment the true title to or value of the Property; all of which aforesaid amounts shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceedings, which might affect the Property or the security hereof. In the event of a foreclosure sale of the Property there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obligated to see to the application of the purchase money;

(5) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagee to require or to enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective administrators, successors and assigns of the Mortgagor and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

(6) That the Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person of the Mortgagor acquiring any interest in or title to the Property subsequent to the date of this Mortgage, it being the intent hereof that any and all such rights of redemption of the Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law.

(7) That in the event the Mortgagor sells or transfers the title or any part thereof or any interest therein, legal or equitable, or executes articles of agreement for deed or a contract of sale, for the Property, or upon assignment of the beneficial interest of the trust under which title to the Property is or shall be taken, to any person, corporation or entity other than to the Mortgagor, the entire indebtedness hereby secured, shall, at the option of the Mortgagee, without effecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder to declare, without notice, all sums secured hereby immediately due and payable.

(8) This Mortgage shall be governed by the laws of the State of Illinois.

This Mortgage is also given to secure the Note and as such, secures not only the indebtedness and other obligations from Borrower and Mortgagor to Mortgagee existing on the date hereof but all such future advances, whether such advances are obligatory or to be made at the option of the Mortgagee or otherwise, as are made during the term of this Mortgage, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed a maximum principal amount of Three Hundred Thousand and no/100ths (\$300,000.00) Dollars.

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Where the consent of Mortgagee is required herein, such consent will not be unreasonably withheld or delayed.

Nothing herein shall prevent Mortgagor to, in good faith, contest any claims or liens filed against the Property, or to contest an increase in real estate taxes, assessments or insurance premiums affecting the Property.

This Junior Mortgage and Secured Loan Agreement has been executed and delivered by the undersigned, as of the date first above written.

THE MORTGAGOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND THE MORTGAGOR AGREES TO ITS TERMS.



Richard M. Rocca



Corinne W. Rocca

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Richard Mason Rocca and Corinne W. Rocca, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of August, 2015.


Notary Public

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EXHIBIT A LEGAL DESCRIPTION

Part BLK24 Evanston S18 T41N R14E 3 P

**The Real Property or its address is commonly known as 321 Lake Street, Evanston, IL 60201.
The Real Property tax identification number is 11-18-410-010-0000.**

Legal Description: LOT 3 IN GREY'S SUBDIVISION OF PART OF BLOCK 24 IN EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.