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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1532956150 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/25/2015 02:02 PM Pg: 1 of 12

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 11-30-209-030-0000

Address:

Street: 142 Callan Avenue

Street line 2:

City: Evanston

State: IL

ZIP Code: 60202

Lender: City of Evanston

Borrower: Doyle Hayes

Loan / Mortgage Amount: \$50,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

Certificate number: 5F3926D2-3EBE-49C4-83B0-C011F2BBD254

Execution date: 11/11/2015

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This document prepared by
and when recorded mail to:

City of Evanston
Community Development Department
2100 Ridge Avenue – Room 3500
Evanston, Illinois 60201
Attn: Housing Rehabilitation Division

JUNIOR MORTGAGE

\$ 50,000.00 (Fifty Thousand and 00/100 dollars)

THIS MORTGAGE (“Mortgage”) is made as of November 11, 2015, by Doyle Hayes (“Mortgagor” or “Borrower”), whose mailing address is 142 Callan Avenue, Evanston, Illinois 60202 in favor of the City of Evanston Community Development Department, Housing Rehabilitation Division (“Mortgagee” or “Lender”), whose principal address is 2100 Ridge Avenue Room 3500, Evanston, Illinois 60201.

1. **Background and Granting Clause.** Borrower is indebted to Lender in the principal sum of \$50,000.00 (Fifty Thousand and 00/100 Dollars) (the “Loan”) which Loan is evidenced by a certain Promissory Note of even date herewith (the “Note”), made payable to the order of and delivered to Mortgagee, whereby the Borrower promises to pay the Note under certain conditions and providing for other conditions of the Loan. The loan is provided from the Lender to the Borrowers under the City of Evanston Housing Rehabilitation program and is subject to the conditions and covenants of the program and incorporated herein by reference. The final payment of principal and interest, if not sooner paid, renewed, modified, extended, or renegotiated, shall be due on January 1, 2036. All such payments on account of the Loan secured hereby shall be applied first to interest on the unpaid principal balance of the Note, secondly to any other sums due thereunder, third to all other advances and sums secured hereby, and the remainder to principal.

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TO SECURE to Lender the repayment under the Note and the performance of the covenants and agreements of Borrowers contained in this Mortgage, Borrowers do hereby mortgage, grant, and convey to Lender, the following described property located in the County of Cook, which is commonly known as 142 Callan Avenue Evanston, Illinois 60202, as more particularly described on Exhibit A attached hereto (collectively referred to as the "Property");

TOGETHER with all improvements, tenements, reversions, remainders, easements, fixtures and appurtenances now or hereafter thereto belonging, and all rents, issues, and profits thereof for as long as and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with the real estate and not secondarily); all tenant security deposits, utility deposits, and insurance premium rebates to which Mortgagor may be entitled or that Mortgagor may be holding; and all fixtures, apparatus, equipment, and articles (other than inventories held for sale) that relate to the use, occupancy, and enjoyment of the Property. All of the land, estate, and property hereinabove described, real, personal, and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended to be as a unit and are hereby understood, agreed, and declared (to the maximum extent permitted by law) to form part and parcel of the real estate and to be appropriated to the use of the real estate and shall be, for the purposes of this Mortgage, deemed to be real estate and conveyed and mortgaged hereby.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property, and that the Property is unencumbered. Borrower warrants and covenants to defend at its own expense the title of the Property against all claims and demands, subject to encumbrances of record.

2. Covenants of Borrower

A. Maintenance, Repairs, and Restoration of Improvements, Payment of Prior Liens. Mortgagor shall (a) promptly repair, restore, or rebuild any buildings and other improvements now or hereafter on the Property that may become damaged or destroyed to substantially the same character as prior to such damage or destruction, without regard to the availability or adequacy of any casualty insurance proceeds or eminent domain awards; (b) keep the Property constantly in good condition and repair, without waste; (c) keep the Property free from mechanics liens or other liens or claims for lien not expressly subordinated to the lien hereof (collectively called "Liens"), subject, however, to the rights of Mortgagor set forth in the next Paragraph below; (d) immediately pay when due any Loan that may be secured by a lien or charge on the Property on a parity with or superior to the lien hereof (no such subsequent lien to be permitted hereunder) and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgagee; (e) complete within a reasonable time any buildings or other improvements now or at any time in process of erection on the Property; (f) comply with all federal, state, and local requirements of law, regulations, ordinances, orders, and judgments and all covenants, easements, and restrictions of record with respect to the Property and the use thereof; (g) make no alterations in the Property without Mortgagee's prior written consent; (h) suffer or permit no change in the general nature of the occupancy of the Property without Mortgagee's prior written consent; (i) observe and comply with all conditions and requirements (if any) necessary to preserve and extend all rights, easements, licenses, permits (including without limitation zoning variations and any nonconforming uses and structures), privileges, franchises, and concessions applicable to the Property or contracted for in connection with any present or future use of the Property; and (j) pay each item of Loan secured by this Mortgage when due according to the terms hereof and of the Note. As used in this Paragraph and elsewhere in the Mortgage, the term "Loan" means and includes the

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unpaid principal sum evidenced by the Note, together with all interest, additional interest, late charges, and prepayment premiums thereon (if any), and all other sums at any time secured by this Mortgage.

B. Anything in (c) and (d) above to the contrary notwithstanding, Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any lien not expressly subordinated to the lien hereof and defer payment and discharge thereof during the pendency of such contest, provided that (i) such contest shall have the effect of preventing the sale or forfeiture of the Property or any part thereof, or any interest therein, to satisfy such lien; (ii) within ten days after Mortgagor has been notified of the assertion of such lien, Mortgagor shall have notified Mortgagee in writing of Mortgagor's intention to contest that lien; and (iii) Mortgagor shall have deposited with Mortgagee a sum of money that shall be sufficient in the judgment of Mortgagee to pay in full the lien and all interest that might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing the amount to cover additional interest whenever, in the judgment of Mortgagee, such increase is advisable. Such deposits are to be held without any allowance of interest. If Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to pay the amount of the lien plus any interest, cost, and expenses finally determined to be due upon the conclusion of such contest, to the extent that amount exceeds the amount that Mortgagee will pay as provided below or shall fail to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may, at its option, apply the money so deposited in payment of or on such lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of the lien, together with all interest thereon, Mortgagor shall, upon demand, deposit with Mortgagee a sum that when added to the funds then on deposit, shall be sufficient to make such payment in full. Mortgagee shall, upon the final disposition of the contest, apply the money so deposited in full payment of the lien or that part thereof then unpaid (provided Mortgagor is not then in default hereunder) when so requested in writing by Mortgagor and when furnished by Mortgagor with sufficient funds to make such payment in full and with evidence satisfactory to Mortgagee of the amount to be paid. Borrowers shall perform all of Borrowers' obligations under any mortgage lien prior to this mortgage (the "Senior Mortgage"), including Borrowers' covenants to make payments when due. Borrowers shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage and leasehold payments or ground rents, if any.

C. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal payments, interest evidenced by the Note and any applicable late charges as provided in the Note.

D. **Payment of Taxes.** Mortgagor shall pay all general taxes before any penalty or interest attaches, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against the Property of any nature whatsoever when due, and shall, upon written request, furnish to Mortgagee duplicate receipts thereof within 30 days following the date of payment. Mortgagor shall pay in full, under protest, any tax or assessment that Mortgagor may desire to contest, in the manner provided by law.

E. **Hazard Insurance.** Borrowers shall keep improvements now existing or hereafter erected

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on the Property insured against loss by fire, or other hazards included with the term "extended coverage," subject to the terms and conditions of the Senior Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrowers subject to approval by Lender; provided that such approvals shall not be unreasonably withheld. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrowers shall give prompt notice to the insurance carrier and to Lender. Lender may make proof of loss if not made promptly by Borrowers.

If the property is abandoned by Borrowers, or if Borrowers fail to respond to Lender within 30 days from the date notice is mailed by Lender to Borrowers that the insurance carrier offers to settle a claim for insurance benefits, subject to the rights of the mortgage under the Senior Mortgage, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

3. **Mortgagee's Performance of Defaulted Acts.** In case of default herein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner Mortgagee deems 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 assessment or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Property or contest any tax or assessment or cure any default of any landlord in any lease of the Property. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other funds advanced by Mortgagee in regard to protecting the Property or the lien hereof, shall be so much additional Loan secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of interest set forth in the Note applicable to a period when a default exists thereunder. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

4. **Acceleration of Loan upon an Event of Default.** If (a) default occurs in the due and punctual payment of principal or interest on the Note, or any other payment due in accordance with the terms thereof; or (b) Mortgagor or any beneficiary thereof or any guarantor of the Note shall (i) file a petition for liquidation, reorganization, or adjustment of debt under Title 11 of the United States Code or any similar law, state or federal, whether now or hereafter existing, or (ii) file any answer admitting insolvency or inability to pay debts, or (iii) fail to obtain a vacation or stay of involuntary proceedings within ten days, as hereinafter provided; or (c) any order for relief of Mortgagor or any beneficiary thereof or any guarantor of the Note shall be entered in any case under Title 11 of the United States Code, or a trustee or a receiver shall be appointed for Mortgagor or for any beneficiary thereof or any guarantor of the Note, or for all or the major part of the property of Mortgagor or of any beneficiary thereof or of any guarantor of the Note in any voluntary or involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the property of Mortgagor or of any beneficiary thereof or of any guarantor of the Note in any voluntary or involuntary proceedings for

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the reorganization, dissolution, liquidation, adjustment of debt, or winding up of Mortgagor or of any beneficiary thereof or of any guarantor of the Note and such trustee or receiver shall not be discharged or such jurisdiction not be relinquished or vacated or stayed on appeal or otherwise stayed within ten days; or (d) Mortgagor or any beneficiary thereof or any guarantor of the Note secured hereby shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all or any major part of its property; (e) default shall occur in the due observance or performance of any other covenant, agreement, or condition contained in this Mortgage and required to be kept or performed or observed by Mortgagor or its beneficiary; (f) default shall occur in the due observance or performance of any covenant, agreement, or condition required to be kept or observed by Mortgagor or its beneficiary or beneficiaries in the Note or any guarantor thereof or in any other instrument given at any time to secure the payment of the Note, then and in any such event, the whole of the Loan shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor; or (g) death of the Mortgagor. If, while any insurance proceeds or condemnation awards are held by or for Mortgagee to reimburse Mortgagor or any lessee for the cost of repair, rebuilding, or restoration of buildings or other improvements on the Property, as set forth herein, Mortgagee shall be or become entitled to accelerate the maturity of the Loan, then and in any such event, Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in reduction of the Loan, and any excess held by it over the amount of the Loan shall be paid to Mortgagor or any party entitled thereto, without interest, as the entitlement appears on the records of Mortgagee.

5. **Foreclosure, Expense of Litigation.** When the Loan or any part thereof shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage for such Loan or any part thereof. In any civil action to foreclose the lien hereof, there shall be allowed and included as additional Loan in the order or judgment for foreclosure and sale all expenditures and expenses that may be paid or incurred by or on behalf of Mortgagee including, without limitation, expenditures for attorneys' fees, including those of in-house counsel, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the order or judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute the civil action or to evidence to bidders at any sale that may be had pursuant to the order or judgment the true condition of the title to, or the value of, the Property. All expenditures and expenses of the nature in this Paragraph 14 mentioned and such expenses and fees as may be incurred in the protection of the Property and the maintenance of the lien of this Mortgage, including the fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note, or the Property, including probate, appellate, and bankruptcy proceedings, or in preparation for the commencement or defense of any action or proceeding or threatened action or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the rate set forth in the Note applicable to a period when a default exists thereunder, and shall be secured by this Mortgage.

At all times, Mortgagor shall appear in and defend any suit, action, or proceeding that might in any way, in the sole judgment of Mortgagee, affect the value of the Property, the priority of this Mortgage, or the rights and powers of Mortgagee hereunder or under any document given at any time to secure the Loan. Mortgagor shall, at all times, indemnify, hold harmless, and reimburse Mortgagee

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on demand for any and all loss, damage, expense, or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action, or proceeding, and the sum of such expenditures shall be secured by this Mortgage and shall bear interest after demand at the rate specified in the Note applicable to a period when an uncured default exists thereunder, and such interest shall be secured hereby and shall be due and payable on demand.

6. **Application of Proceeds of Foreclosure Sale.** The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority of mortgages and then according to the following schedule: first, on account of all costs and expenses incident to the foreclosure proceedings; second, to all other items that may under the terms hereof constitute secured Loan additional to that evidenced by the Note, with interest thereon as herein provided; third, to all principal and interest remaining unpaid on the Note; and fourth, to any parties entitled thereto as their rights may appear.

7. **Protection of Lender's Security.** If the Borrowers fail to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrowers, may make such appearances, disburse such sums, including reasonable attorneys' fees and take such actions as are necessary to protect Lender's interest, and any expense so incurred by Lender shall be secured by this Mortgage.

8. **Mortgagee's Right of Inspection.** Mortgagee and its representatives, agents, or participants shall have the right to inspect the Property at all reasonable times, and access thereto shall be permitted for that purpose.

9. **Eminent Domain and/or Condemnation.** Mortgagor hereby assigns, transfers, and sets over unto Mortgagee the entire proceeds of any claim for damages for any of the Property taken or damaged under the power of eminent domain or by condemnation, and if applicable, all subject to the rights of a senior mortgage holder. As long as (a) any applicable lease is in full force and effect and each tenant thereunder is not in default and the taking does not result in the termination or cancellation of any of those leases or give any tenant thereunder the right to cancel its lease; (b) the Property require repair, rebuilding, or restoration; and (c) this Mortgage is not in default, then any award, after deducting from it any expenses incurred in the collection thereof, shall be made available by Mortgagee for the repair, rebuilding, or restoration of the Property in accordance with plans and specifications to be submitted to and approved by Mortgagee.

In all other cases, Mortgagee may elect to apply the proceeds of the award on or in reduction of the Loan, whether due or not, or make those proceeds available for repair, restoration, or rebuilding of the Property in accordance with plans and specifications to be submitted to and approved by Mortgagee. No interest shall be allowed to Mortgagor on account of any proceeds of any award held by Mortgagee.

10. **Borrower Not Released; Forbearance by Lender Not A Waiver**

Extension of the time for payment or modification of the conditions of the terms for payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrowers shall not

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operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor for its refusal 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 Borrowers or Borrowers' successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The Borrowers' interest under the Note and this Mortgage and their interest in the Property may not be transferred, assigned, or assumed without the prior written consent of Lender. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Lender and Borrowers. All covenants and agreements of Borrowers shall be joint and several.

12. **Notice.** Except for any given notice required under applicable law to be given in another manner, (a) any notice to Borrowers provided for in this Mortgage shall be given by delivering or mailing such notice by certified mail addressed to Borrowers at the address as referenced above or to such other address as Borrowers may designate to Lender, and (b) any notice to Lender shall be given by hand-delivery or certified mail to Lender's address, below, or to such other address Lender may designate by notice to Borrowers as provided herein. Mailed notice shall be deemed given on the third business day after mailing.

Notice to Lender: City of Evanston,
2100 Ridge Avenue
Evanston IL 60201
Attn: Housing Rehabilitation Division

with a copy to: City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: Corporation Counsel

Notice to Borrower: 142 Callan Avenue
Evanston, IL 60202

13. **Governing Law; Severability.** This Mortgage shall be governed by the laws of the State of Illinois. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of the Mortgage or Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which shall be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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14. **Acceleration of Loan in cases of default.** If (a) default occurs in the due and punctual payment of principal or interest on the Note, or any other payment due in accordance with the terms thereof; or (b) Mortgagor or any beneficiary thereof or any guarantor of the Note shall (i) file a petition for liquidation, reorganization, or adjustment of debt under Title 11 of the United States Code or any similar law, state or federal, whether now or hereafter existing, or (ii) file any answer admitting insolvency or inability to pay debts, or (iii) fail to obtain a vacation or stay of involuntary proceedings within ten days, as hereinafter provided; or (c) any order for relief of Mortgagor or any beneficiary thereof or any guarantor of the Note shall be entered in any case under Title 11 of the United States Code, or a trustee or a receiver shall be appointed for Mortgagor or for any beneficiary thereof or any guarantor of the Note, or for all or the major part of the property of Mortgagor or of any beneficiary thereof or of any guarantor of the Note in any voluntary or involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the property of Mortgagor or of any beneficiary thereof or of any guarantor of the Note in any voluntary or involuntary proceedings for the reorganization, dissolution, liquidation, adjustment of debt, or winding up of Mortgagor or of any beneficiary thereof or of any guarantor of the Note and such trustee or receiver shall not be discharged or such jurisdiction not be relinquished or vacated or stayed on appeal or otherwise stayed within ten days; or (d) Mortgagor or any beneficiary thereof or any guarantor of the Note secured hereby shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all or any major part of its property; (e) default shall occur in the due observance or performance of any other covenant, agreement, or condition contained in this Mortgage and required to be kept or performed or observed by Mortgagor or its beneficiary; (f) default shall occur in the due observance or performance of any covenant, agreement, or condition required to be kept or observed by Mortgagor or its beneficiary or beneficiaries in the Note or any guarantor thereof or in any other instrument given at any time to secure the payment of the Note, then and in any such event, the whole of the Loan shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor. If, while any insurance proceeds or condemnation awards are held by or for Mortgagee to reimburse Mortgagor or any lessee for the cost of repair, rebuilding, or restoration of buildings or other improvements on the Property, as set forth herein, Mortgagee shall be or become entitled to accelerate the maturity of the Loan, then and in any such event, Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in reduction of the Loan, and any excess held by it over the amount of the Loan shall be paid to Mortgagor or any party entitled thereto, without interest, as the entitlement appears on the records of Mortgagee.

15. **Breach; Remedies.** Subject to the terms and conditions of the Senior Mortgage, upon Borrowers' breach of any covenants or agreement of Borrowers in the Note or this Mortgage, or the Loan Agreement or other Loan Documents, including the covenant to pay when due any sums secured by this Mortgage, Lender, prior to acceleration, shall give notice to Borrowers specifying (1) the breach; (2) the action required to cure such breach; (3) a date by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. In the event of a monetary breach, the Borrower shall have at least 10 business days after the date on which the notice is mailed or delivered to the Borrower to cure such breach. In the event of a non-monetary breach, the Borrowers shall have at least 30 business days after the date on which the notice is mailed or delivered to the Borrower to cure such breach. The notice shall further inform Borrowers of the right

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to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrowers to acceleration and foreclosure.

If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, attorneys' fees and costs of documentary evidence, abstracts and title reports and court costs.

16. Request for Notice of Default and Foreclosure Under Superior and Inferior Mortgages or Deeds of Trust. Borrowers and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth herein, of any foreclosure action via the holder's established procedures. Lender also agrees to give notice to superior lender or its designee of any default under the inferior encumbrance and of any sale or other foreclosure action.

17. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrowers' breach, subject to the terms and conditions of the Senior Mortgage, Borrowers shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrowers cure all breaches of any covenants or agreements of Borrowers contained in the Note and this Mortgage; (c) Borrowers pay all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrowers take such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrowers' obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrowers, the Note, and this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. Release upon Payment and Discharge of Mortgagor's Obligations. Mortgagee shall release (in whole or partially) this Mortgage and the lien (in whole or partially) by proper instrument upon payment and discharge of all Loan (or an applicable agreed portion) secured hereby (including any prepayment charges and late charges provided for herein or in the Note) and upon payment of a reasonable fee to Mortgagee for the preparation and execution of such proper instrument as shall be determined by Mortgagee in its absolute discretion.

19. Transfer of the Property or a Legal or Beneficial Interest in Borrower
If all or any part of the Property or any interest in it is sold or transferred (or if a legal or beneficial interest in Borrowers are sold or transferred or modified without Lender's prior written consent) or if Borrowers cease to exist or fail to remain in good standing as a legal entity with the State of Illinois 60 days after notice thereof, Lender may, at its option, require immediate payment in full of all sums

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secured by this Mortgage. If Lender exercises this option, Lender shall give Borrowers 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 Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

Mortgagor has executed this instrument as of the day and year first above written.

Address: 142 Callan
Waukegan IL

INDIVIDUAL:

By: Woodrow Hayes

Print: Doyle Hayes / Woodrow Hayes POA

INDIVIDUAL:

Address: _____

By: _____

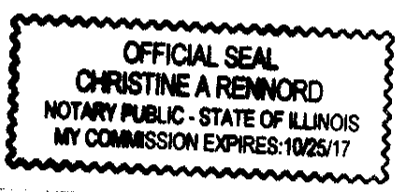
Print: _____

STATE OF ILLINOIS)

COUNTY OF COOK) ss.

I, Christine Rennord, a Notary Public in and for and residing in the said County, in the State aforesaid, do hereby certify that Doyle Hayes and Woodrow Hayes 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, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purpose and in the capacity (if any) therein set forth.

GIVEN under my hand and notary seal this 11th day of November, 2015.
Christine A. Rennord



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EXHIBIT A LEGAL DESCRIPTION

Lot 40 (except the north 81 feet thereof) in Howard Terminal Addition in the southwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 30, Township 41 North, Range 14, east of the third principal meridian, in Cook County, Illinois.

Parcel Index Number: 11-30-209-030-0000

Commonly known as: 142 Callan Avenue Evanston, IL 60202

Property of Cook County Clerk's Office