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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1604129058 **Fee:** \$44.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 02/10/2016 12:48 PM Pg: 1 of 4

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 09-24-424-047-0000

Address:

Street: 7250 W Oakton Street

Street line 2:

City: Niles

State: IL

ZIP Code: 60714

Lender: Susan Wagner

Borrower: Miroslawa Malinowska

Loan / Mortgage Amount: \$35,000.00

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: B4D3496F-8AE5-4EC5-9FD2-FD479C3052EF

Execution date: 2/8/2016

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**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

K. O. Meehan
Gould & Ratner LLP
222 N. LaSalle Street
Suite 800
Chicago, IL 60601

JUNIOR MORTGAGE

(Space Above This Line for Recording Data)

THIS JUNIOR MORTGAGE ("Junior Mortgage") is given on January 24, 2016. The mortgagor is MIROSLAWA MALINOWSKA ("Borrower") and whose address is 7250 W. Oakton, Niles, Illinois 60714. This Junior Mortgage is given to SUSAN WAGNER whose address is 600 Central Avenue, Suite 365, Highland Park, Illinois 60035 ("Lender"). Borrower owes Lender the principal sum of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00). This debt is evidenced by Borrower's note dated the same date as this Junior Mortgage ("Note"), which provides for the full debt, if not paid earlier, due and payable on the earlier to occur of (i) the sale of the property commonly known as 7250 W. Oakton, Niles, Illinois 60714 or (ii) January 31, 2017.

This Junior 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 this Mortgage to protect the security of this Junior Mortgage; and (c) the performance of Borrower's covenants and agreements under this Junior Mortgage and the Note. For this purpose, Borrower does hereby MORTGAGE, GRANT and CONVEY to Lender the following described real estate located in Cook County, Illinois:

PARCEL 1:

LOT 127, 128 AND 129 IN FIRST ADDITION TO GRENNAN HEIGHTS, A SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (LYING EAST OF CENTER LINE OF MILWAUKEE ROAD).

PARCEL 2:

THE SOUTH 1/2 OF THE VACATED ALLEY LINE NORTH AND ADJOINING SAID PARCEL 1 IN SECTION 24, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (LYING EAST OF CENTER LINE OF MILWAUKEE ROAD), IN COOK COUNTY, ILLINOIS

P.I.N. 09-24-424-047-0000

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Which has the address of 7250 W. Oakton, Niles, Illinois 60714 ("Property Address");

TOGETHER WITH all the improvements now or at any time erected on the real estate, and all easements, appurtenances, and fixtures now or at any time a part of the real estate. All replacements and additions shall also be covered this Junior Mortgage. All of the foregoing is referred to in this Junior Mortgage as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate conveyed by this Junior Mortgage and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower covenants and agrees as follows: (1) to pay the indebtedness and the interest as provided in the Note, or according to any agreement extending the time of payment; (2) to pay when due in each year, all taxes and assessments against the Property, and on demand to exhibit receipts for those payments; (3) within sixty (60) days after destruction or damage to rebuild or restore all buildings or improvements on the Property that may have been destroyed or damaged; (4) to not commit or suffer waste to the Property; (5) to keep all buildings now or at any time on the Property insured in companies to be selected by the Lender, who is hereby authorized to place such insurance in companies acceptable to the First Mortgagee, with a loss payable clause attached payable first to the First Mortgagee, and second to the Lender as their interests may appear, which policies shall be left and shall remain with the First Mortgagee or the Lender until the indebtedness evidenced by the Note is fully paid; (6) to pay all prior encumbrances, and the interest on those prior encumbrances, at the time or times when the prior encumbrances shall become due and payable.

IN THE EVENT Borrower fails to so insure, or pay taxes or assessments, or the prior encumbrances or the interest on those prior encumbrances when due, the Lender may procure that insurance, or pay those taxes or assessments or discharge or purchase any tax lien or title affecting the Property, or pay all prior encumbrances and the interest on those prior encumbrances from time to time; and Borrower agrees to repay Lender all such money paid immediately without demand, together with interest from the date of payment at one per cent per annum which shall be additional indebtedness secured by this Junior Mortgage.

IN THE EVENT of a breach of any of the covenants or agreements, the whole of the indebtedness, including principal and all earned interest, shall, at the option of the Lender, without notice, become immediately due and payable, and with interest on the indebtedness from the time of any breach at one per cent per annum, shall be recoverable by foreclosure of the indebtedness, or by suit at law, or both, the same as if all of the indebtedness had then matured by express terms.

IT IS AGREED by the Borrower that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure of the indebtedness --including but not limited to reasonable attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's

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charges, publication costs, cost of procuring or completing an abstract showing the whole title of the Property embracing the foreclosure decree -- shall be paid by the Borrower; and similar expenses and disbursements, occasioned by any suit or proceeding in which the Borrower or the Lender may be a party, shall also be paid by the Borrower. All such expenses and disbursements shall be an additional lien upon the Property, shall be taxed as costs and included in any decree that may be rendered in any foreclosure proceedings; which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor release of this Junior Mortgage given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Borrower, for the Borrower and for the heirs, executors, administrators and assigns of the Borrower, waives all right to the possession of, and income from, the Property pending any foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Junior Mortgage, the court in which that complaint is filed may at once and without notice to the Borrower, or to any party claiming under the Borrower, appoint a receiver to take possession or charge of the Property with power to collect the rents, issues and profits of the Property.

Borrower waives all rights of homestead exemption in the Property.

By signing below, the Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any Riders executed by the Borrower and recorded with it.

Mirosława Malinowska
Borrower – Mirosława Malinowska

STATE OF Illinois)
) ss.
COUNTY OF Cook)

I, Karen S Malinowski, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mirosława Malinowska, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24 day of January, 2016.



Karen S Malinowski
Notary Public

My commission expires: 1-24-20