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Illinois Anti-Predatory  
Lending Database  
Program



Doc#: 1604749172 Fee: \$52.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/16/2016 12:12 PM Pg: 1 of 8

Certificate of Exemption

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN:** 02-12-102-083-0000

**Address:**

**Street:** 1139 E. Randville Drive

**Street line 2:**

**City:** Palatine

**State:** IL

**ZIP Code:** 60074

**Lender:** Joseph Faron and Jullian Faron , its successors and/or assigns

**Borrower:** Alan L. Young and Jurhee W. Edwards nka Jurhee W. Young

**Loan / Mortgage Amount:** \$154,963.99

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:** 595D5BE8-CAB9-4AF7-9A34-1FB9154AF553

**Execution date:** 2/9/2016

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THIS INSTRUMENT PREPARED BY & AFTER  
RECORDING SHOULD BE RETURNED TO:

Jesse K. Myslinski, P.C.  
201 E. Army Trail Road, Suite 202  
Bloomington, IL 60108

## MORTGAGE

THIS MORTGAGE ("Mortgage") is given on December 28, 2015. The mortgagor is to **Alan L. Young and Jurhee W. Edwards nka Jurhee W. Young**, Illinois resident, of **1139 E. Randville Drive, Palatine, Illinois 60074** ("Borrowers"). This Mortgage is given to **Joseph Faron and Jillian Faron**, having an office at **525 W Ave De Los Lobo Marineros, San Clemente, CA 92672**, its successors and/or assigns (the "Mortgagee").

Borrower owes Mortgagee the principal amount (the "Amount") at \$154,963.99 (One Hundred Fifty Four Thousand Nine Hundred Sixty Three Dollars and 99/100), the receipt of which is hereby acknowledged. The Outstanding Amount is evidenced by a MultiState fixed rate Mortgage Note of even date herewith made by Borrowers to Mortgagee in the amount of \$154,963.99 (One Hundred Fifty Four Thousand Nine Hundred Sixty Three Dollars and 99/100).

**Payment of the balance due under this Mortgage, shall be due in full on January 1, 2046.** This Mortgage may be prepaid in whole or in part at any time without premium or penalty and shall be repaid upon the deaths of **Alan L. Young and Jurhee W. Edwards nka Jurhee W. Young**.

This Mortgage secures to Mortgagee: (a) the repayment of the outstanding Amount with interest, and all renewals, extensions and modifications of the outstanding Amount; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security at this Mortgage; (c) the performance of Borrower's covenants and agreements under this Mortgage. For this purpose, Borrower hereby mortgages, grants and conveys to Mortgagee the following described property located in West Dundee, Illinois:

SEE ATTACHED LEGAL DESCRIPTION AS EXHIBIT "A."

which is commonly known as **1139 E. Randville Drive, Palatine, Illinois 60074** ("Property Address")

**P.I.N.: 02-12-102-083-0000**

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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. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

**BORROWERS COVENANT** that Borrowers are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered. Borrowers warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**Covenants.** Borrower and Mortgagee covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. **Funds for Taxes and Insurance.** Funds for Taxes and Insurance shall be paid as required by Borrowers.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Mortgagee under paragraph 1 shall be applied: first, to interest due; second, to principal due, and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrowers shall pay all taxes, assessments, charges, fines and impositions attributable to the Property that may attain priority over this Mortgage. Borrower shall pay these obligations on time directly to the person owed payment. Upon written request, Borrower shall promptly furnish to Mortgagee receipts evidencing the payments.

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

5. **Hazard or Property Insurance.** Borrowers shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term 'extended coverage' and any other hazards, including floods or flooding, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts and for the periods that Mortgagee requires. The insurance carrier providing the insurance shall be chosen by Borrowers. If Borrowers fail to maintain coverage described above, Mortgagee may, at her option, obtain coverage to protect Mortgagee's rights in the Property in accordance with paragraph 7.

Subject to the terms of the Mortgage, insurance proceeds shall be applied to the unpaid balance of the loan evidenced by the Note, in such order as determined by Mortgagee, whether or not such sums are then due, with the balance, if any, paid to

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Borrowers, or, at Mortgagee's option, to restore or repair the Property damaged, if the restoration or repair is economically feasible and security is not lessened. If Borrowers abandon the Property, then Mortgagee may collect the insurance proceeds. Mortgagee may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due.

If under paragraph 21 the Property is acquired by Mortgagee, Borrowers' right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to the acquisition. Mortgagee shall be shown as an additional insured party on the condominium insurance policy and on the Borrowers' condominium owner's policy.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrowers' Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrowers shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Mortgagee's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or Mortgagee's security interest. Borrowers may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Mortgagee's good faith determination, precludes forfeiture of the Borrowers' interest in the Property or other material impairment of the lien created by this Mortgage or Mortgagee's security interest.

7. **Protection of Mortgagee's Rights in the Property.** If Borrowers fail to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Mortgagee's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Mortgagee may do and pay for whatever is necessary to protect the value of the Property and Mortgagee's rights in the Property. Mortgagee'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 Mortgagee may take action under this paragraph, Mortgagee does not have to do so.

Any amounts disbursed by Mortgagee under this paragraph 7 shall become additional debt of Borrowers secured by this Mortgage. Unless Borrowers and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Mortgagee to Borrower requesting payment.

8. Intentionally Omitted.

9. **Inspection.** Mortgagee or his agent may make reasonable entries upon and inspections of the Property. Mortgagee shall give Borrowers notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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10. **Condemnation.** Subject to the terms of the Mortgage, in the event of a taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage.

11. **Borrowers Not Released; Forbearance by Mortgagee not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Borrowers shall not operate to release the liability of the original Borrowers or Borrowers' successors in interest. Mortgagee shall not be required to commence proceedings against any successor in interest or refuse to extend time for the payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrowers' successor in interest. Any forbearance by Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **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 Mortgagee and Borrowers, subject to the provisions of paragraph 17.

13. **Loan Charges.** If the loan secured by this Mortgage are subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrowers which exceeded permitted limits will be refunded to Borrowers. Mortgagee may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrowers. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrowers provided for in this Mortgage shall be given by facsimile transmission, by delivering it, or by mailing it certified mail, return receipt requested, unless applicable law requires use of another method; the notice shall be directed to the Property Address or any other address Borrowers designate by notice to Mortgagee. Any notice to Mortgagee shall be given by delivering it or by mailing it certified mail with return receipt requested, unless applicable law requires use of another method. Any notice provided for in this Mortgage shall be deemed to have been given to Borrowers or Mortgagee when given as provided in this paragraph.

15. **Governing Law; Severability.** This Mortgage shall be governed by federal law and the law of ILLINOIS or jurisdiction which the Property is located. To this end the provisions of this Mortgage and the Note are declared to be severable.

16. **Borrowers' Copy.** Borrowers shall be given one conformed copy of the Note and of this Mortgage.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred without Mortgagee's prior written consent. Mortgagee may, at her option, require immediate payment in full of all sums secured by this Mortgage.

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18. **Default.** The occurrence of any of the following shall constitute an event of default hereunder and under the Note: (a) If Borrowers shall fail to pay all or any portion of Borrowers' obligations when the same become due and payable; (b) If Borrowers shall fail to observe or perform any covenant or agreement made by Borrowers hereunder; (c) If any representation or warranty made by Borrowers shall prove to be false or misleading in any material adverse respect on the date as of which made; (d) If Borrower shall (i) generally not be paying their debts as they become due, (ii) file, or consent, by answer or otherwise, to the filing of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or insolvency under the laws of any jurisdiction, (iii) make an assignment for the benefit of creditors (iv) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers for Borrowers or for any substantial part of the Property owned by Borrowers, (v) be adjudicated insolvent, or (vi) take action for the purpose of any of the foregoing; or (e) if any governmental agency of competent jurisdiction shall enter an order appointing, without consent of any Borrowers, a custodian, receiver, trustee or other officer with similar powers with respect to Borrowers.

19. **Acceleration of Borrowers' Obligations; Remedies.** Upon the occurrence at any event of default hereunder, Mortgagee, at any time at its option without notice or demand, may declare all of Borrowers' obligations due and payable, whereupon Borrowers' obligations shall mature and become due and payable, all without presentment, demand, protest or notice, all of which hereby are waived. In such event, Mortgagee may (a) enforce its rights and remedies under the Note or this Mortgage in accordance with their respective terms, or (b) enforce any of the rights or remedies accorded to Mortgagee at equity or law, by virtue of statute or otherwise. Borrowers agree to pay all costs and expenses of collection and enforcement of the Note and this Mortgage when incurred including Mortgagee's reasonable attorneys' fees and legal and court costs, including any incurred on appeal or in connection with bankruptcy or insolvency, and whether or not any lawsuit or proceeding is filed with respect hereto.

20. **Hazardous Substances.** Borrowers shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law.

21. **Release.** Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage. Borrowers shall pay any applicable recordation costs.

22. **Waiver of Homestead.** Borrowers waives all right of homestead exemption in the Property.

23. The mortgagor will not secure any other loan without the written consent of the mortgagee. Failure to obtain written consent will be deemed a default of this mortgage.

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IN WITNESS WHEREOF, Borrowers have executed this Mortgage as of the date and year foresaid.

**Alan L. Young**

**Jurhee W. Edwards nka Jurhee W. Young**

STATE OF ILLINOIS                    )  
   )     SS  
 COUNTY OF DUPAGE                 )

I, a Notary Public in and for the County and State named above, DO CERTIFY that **Alan L. Young and Jurhee W. Edwards nka Jurhee W. Young**, personally known to me to be the same persons whose name is subscribed to the above instrument, appeared before me this day in person and acknowledged that he signed and delivered the instrument as his own free and voluntary act, for the uses and purposes set forth in the instrument.

GIVEN under my hand and Notarial Seal this 28<sup>th</sup> day December, 2015.

Notary Public

My Commission Expires: 9/10/16



Property of Cook County Clerk's Office

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PARCEL I: PARCEL 212 IN CUNNINGHAM COURTS TOWNHOMES: THE NORTH 16.79 FEET OF THE SOUTH 339.72 FEET OF THE WEST 19.91 FEET OF THE EAST 568.85 FEET, TOGETHER WITH THE NORTH 19.17 FEET OF THE SOUTH 322.93 FEET OF THE WEST 81.57 FEET OF THE EAST 630.51 FEET, TOGETHER WITH THE NORTH 4.26 FEET OF THE SOUTH 303.76 FEET AND PERPENDICULAR TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL II: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I AS SET FORTH IN THE DECLARATION OF PROTECTIVE COVENANTS RECORDED AS DOCUMENT 2838965, AND AS AMENDED BY DOCUMENT 2900242 AND AS CREATED BY DEED RECORDED AS DOCUMENT 2944342, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

Permanent Index No: 02-12-102-083

Known as: 1139 RANDVILLE DRIVE, PALATINE, IL 60074

County of Cook County Clerk's Office