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Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption



Doc#: 1621829057 Fee: \$54.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/05/2016 11:56 AM Pg: 1 of 9

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 25-03-106-016-0000

Address:

Street: 8839 S. State Street

Street line 2:

City: Chicago

State: IL

ZIP Code: 60619

Lender: Andrew Patras

Borrower: Kimberly Earls and Ada Brown

Loan / Mortgage Amount: \$12,000.00

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: 35BAB5CD-8358-4E94-AED0-03577A875B3A

Execution date: 8/5/2016

PA

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Prepared by and return to:  
Nicole H. Daniel  
Dinsmore & Shohl LLP  
227 W. Monroe – Suite 3850  
Chicago, Illinois 60606

## MORTGAGE

**THIS MORTGAGE** is made this 1<sup>st</sup> day of August, 2016 by and between **Kimberly Earls and Ada Brown** (“Mortgagor”), in favor of **Andrew Patras** (“Mortgagee”).

**WHEREAS**, Mortgagor and Mortgagee entered into that certain Promissory Note dated as of the same date as this Mortgage (the “Note”), pursuant to which Mortgagee has granted Mortgagor a loan in the amount of TWELVE THOUSAND DOLLARS (\$12,000.00) plus interest (the “Loan”); and

**WHEREAS**, the indebtedness of Mortgagor to Mortgagee is due and payable pursuant to the terms of the Note; and

**WHEREAS**, this Mortgage is given to secure repayment of all amounts due by Mortgagor to Mortgagee under the Note, as well as other amounts due by Mortgagor to Mortgagee under the terms of this Mortgage.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, Mortgagor hereby mortgages, grants and conveys to Mortgagee, its successors and assigns, the following real property at 8839 S. State Street, Chicago, IL 60619 (the “Premises”) legally described as:

LOT 72 IN GARDEN HOMES, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

ADDRESS: 8839 S. State Street, Chicago, IL 60619  
PIN: 25-03-106-016-0000

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as

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Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or its successors or assigns shall be considered as constituting part of the real estate

This Mortgage provides that Mortgagor, or Mortgagor's successors or permitted assigns, shall (i) pay, or cause to be paid to Mortgagee, its successors or assigns, the amount of the Loan heretofore and hereafter advanced by Mortgagee to Mortgagor pursuant to the terms of the Note; (ii) pay all taxes and special assessments which are now or may be hereafter levied and assessed on and against the Premises as they shall be due and before they become delinquent; (iii) keep the improvements on the Premises continuously insured as hereinafter provided; and (iv) keep and perform each and every covenant herein.

**MORTGAGOR WARRANTS AND COVENANTS** to and with Mortgagee, its successors and assigns, as follows:

1. **OWNERSHIP**. Mortgagor is lawfully seized in fee simple of the Premises and has good right to convey the same. Said Premises are free from all liens and encumbrances. Mortgagor shall warrant and defend the title of the Premises against all lawful claims including any prior mortgage or mortgages of record. The foregoing covenants and warranties shall survive foreclosure of this Mortgage and shall run with the land.
2. **PROPERTY INSURANCE**. Mortgagor shall procure and maintain at Mortgagor's own expense fire and extended coverage insurance on the improvements on the Premises, payable in case of loss to Mortgagee, its successors and assigns, as its interest may appear, such insurance to be written by a reliable insurance company approved by Mortgagee, its successors and assigns, in an amount at least equal to the full insurable value of such improvements. Mortgagee shall be named as an additional insured on any such policy.
3. **TAXES**. Mortgagor shall pay all property taxes and special assessments now and hereafter levied and assessed on the Premises before the same become delinquent as well as any water charges, sewer service charges, and other charges against the Premises when due and shall provide proof of payment to Mortgagee.
4. **PRESERVATION AND MAINTENANCE OF PROPERTY**. Mortgagor shall (i) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (ii) keep said Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (iii) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (iv) keep the Premises in good repair, shall not remove the improvements from the Premises, and shall not commit waste or permit impairment or deterioration of

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the Premises; and (v) place and maintain the Property in compliance with all applicable laws.

5. **TERMS OF NOTE.** Mortgagor shall comply with the terms of the Note.

6. **EVENTS OF DEFAULT AND ACCELERATION.** The following shall be Events of Default by Mortgagor:

- a) The failure to pay the indebtedness hereby secured thereon pursuant to the terms of the Note;
- b) The failure to pay, when due, the taxes or special assessments on the Premises;
- c) The failure to keep the improvements on the Premises insured as herein provided.
- d) The failure to comply with all obligations and terms set forth in this Mortgage.

Upon the occurrence of any Event of Default:

(i) After written notice to Mortgagor and Mortgagor's failure to cure within fifteen (15) days of receipt of the written notice, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed 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 other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged Premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the "Default Rate" (as defined in the Note). Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor.

(ii) Mortgagor hereby authorizes and empowers Mortgagee, its successors and assigns, to declare the entire indebtedness hereby secured to be immediately due and payable, at Mortgagee's option, and to enforce the payment thereof and to foreclose this Mortgage by sale of the Premises at public auction and convey the same to the purchaser in fee simple, pursuant to the statutes of the State of Illinois, and out of the monies arising from said sale to retain (i) the principal which shall then be due on the indebtedness secured hereby, and interest, if any, accrued thereon, (ii) an amount equal to all taxes and special assessments paid by Mortgagee upon the Premises, or then levied and unpaid, (iii) any sum paid by Mortgagee for principal or interest on any prior mortgage or mortgages on the Premises, and (iv) costs and disbursements of such foreclosure, including without limitation, statutory attorney's fees and costs. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Default Rate, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the

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defense of any actual or threatened suit or proceeding which might affect the Premises or the security hereof.

The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, second, all indebtedness secured hereby remaining unpaid; third, any overplus to Mortgagor, their heirs, legal representatives or assigns, as their rights may appear.

7. **RESTRICTIONS**. So long as this Mortgage and the Note evidencing the indebtedness secured hereby are held by Mortgagee, Mortgagor will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the Premises on the basis of race, color, religion, or sex.
8. **RELEASES**. Mortgagee may at any time and from time to time, without notice, release any person liable for the payment of any indebtedness under the Note, extend the time or agree to alter the terms of payment of any indebtedness, release any property securing any indebtedness, consent to the creation of any easement on the Premises, or agree to alter or amend the terms of this Mortgage in any way, all without in any way affecting the liability of any person (other than the person so released, if any) or the validity or priority of this Mortgage (except as it covers property so released, if any).
9. **MISCELLANEOUS**. The covenants and agreements contained in this Mortgage shall bind, and the rights conferred hereby shall inure to, the respective, legal representatives, successors and assigns of Mortgagor and Mortgagee. Wherever used, the singular number shall include the plural, and the plural the singular. All covenants and agreements of Mortgagor shall be joint and several.
10. **NOTE**. Mortgagee shall furnish to Mortgagor a conformed and fully completed copy of the Note and this Mortgage at the time that this Mortgage is executed.
11. **REMEDIES ON DEFAULT**. If an event of default occurs under the terms of the Note or Mortgage, prior to exercising any remedies thereunder, Mortgagee shall give Mortgagor written notice of such default at the address provided by the Mortgagor as indicated herein. Mortgagor shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of remedies by Mortgagee under the Note and Mortgage, or such longer period of time as may be specified in the Note and Mortgage.
12. **CASUALTY OR CONDEMNATION**. In the event of any fire or other casualty to the Premises or eminent domain proceedings resulting in condemnation of the Premises or any part thereof, and, subject to the availability of insurance and or condemnation proceeds, Mortgagor shall have the right to rebuild the Premises, and to use all available insurance or condemnation proceeds therefore, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Premises in a manner that provides adequate security to Mortgagee for repayment of the Loan or if such proceeds are insufficient then Mortgagor shall have funded any deficiency, (b) Mortgagee shall have the right to approve plans and specifications for any major rebuilding and the right to



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approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the Note and Mortgage. If the casualty or condemnation affects only part of the Premises and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Loan in a manner that provides adequate security to the Mortgagee for repayment of the remaining balance of the Loan.

13. **NOTICES.** The Mortgagor shall give any written notice to Mortgagee at 6837 S. State The Mortgagee shall give written notice to Mortgagor at 2001 Glenview Ave, Park Ridge, Illinois 60068.
14. **GOVERNING LAW/SEVERABILITY/RULES OF CONSTRUCTION.** If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then that provision is void to the extent of the conflict or unenforceability, and severed from but does not invalidate any other provision of this Mortgage. No waiver by the Mortgagee of any right or remedy granted or failure to insist on strict performance by the Mortgagor waives any right of remedy of the Mortgagee, nor does the subsequent default by the Mortgagor. All rights and remedies of the Mortgagee are cumulative. These promises and agreements bind and the rights herein benefit the parties and their respective successors and assigned. This Mortgage is governed by laws of the State of Illinois.
15. **WAIVER OF JURY TRIAL.** The Mortgagor and Mortgagee, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based on or arising out of this Mortgage or any related instrument or agreement, or any of the transactions contemplated by this Mortgage, or any course or conduct, dealing, statements (whether oral or written), or actions of either of them. Neither the Mortgagee nor the Mortgagor shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Mortgagee or the Mortgagor except by a written instrument executed by both Mortgagee and Mortgagor.
16. **APPOINTMENT OF RECEIVER.** Upon or any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint a receiver of said Premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said

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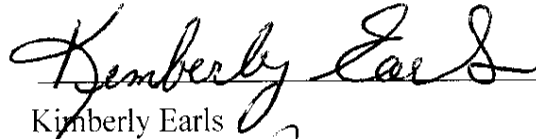
period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessments or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (2) the deficiency in case of a sale and deficiency.

17. **INSPECTION.** The Mortgagee shall have the right to inspect the Premises upon forty-eight (48) hours advance written notice to Mortgagor. As the Premises is occupied by tenants, Mortgagor must give required notice to any tenant.
18. **DEPOSIT.** After the occurrence of a Default, the Mortgagee may require the Mortgagor to periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the Premises. No such deposit shall bear any interest.
19. **ASSENT.** If the payment of the indebtedness secured hereby or any part thereof be extended or varied or if any part of the security is released, all persons now or at any time hereafter liable therefor, or interested in said Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
20. **RELEASE.** Mortgagee shall release this Mortgage and lien thereof by proper instrument upon the full payment and discharge of all indebtedness secured hereby.
21. **SUCCESSORS AND ASSIGNS.** This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.
22. **PURPOSE.** Mortgagor represents that this Mortgage is executed and delivered in furtherance of the business purposes of Borrower and is not subject to regulation as a consumer transaction.

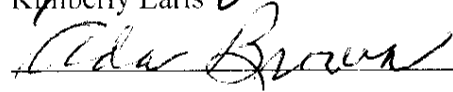
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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year first above written.

MORTGAGOR:

  
\_\_\_\_\_

Kimberly Earls

  
\_\_\_\_\_

Ada Brown

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STATE OF ILLINOIS )  
 )  
COUNTY OF Cook ) ss.

I Elisha Sanders, a Notary Public in and for said county and state do hereby certify Kimberly Earls and ADA BROWN personally known to me to be the same persons whose names subscribed in 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 official seal this 3<sup>rd</sup> day of August, 2016.

Elisha Sanders

Notary Public



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