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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1622513060

Doc#: 1622513060 **Fee:** \$46.00

RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 08/12/2016 03:29 PM Pg: 1 of 5

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 11-18-305-003-0000

Address:

Street: 1601 Sherman Avenue

Street line 2:

City: Evanston

State: IL

ZIP Code: 60201

Lender: Condon & Cook, LLC

Borrower: Theodore Mavrakis

CRIGIN

Loan / Mortgage Amount: \$60,000.00

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: 19DE930E-2E02-463A-B440-C505B0E30378

Execution date: 8/11/2016

CCRD REVIEW

A handwritten signature in black ink, appearing to be 'JBO', written over the 'CCRD REVIEW' text.

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THIS INSTRUMENT PREPARED BY:
Condon & Cook LLC
&45 N. Dearborn
Chicago, Ill. 60654
Attention P. Festenstein

AND AFTER RECORDING MAIL TO:
Same as above.

ORIGINAL

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter referred to as this "Mortgage") is made as of January 8, 2016, from THEODORE MAVRAKIS ("Mortgagor"), with a mailing address at c/o Law Offices of Arnold H. Landis, 77 W. Washington Street, Suite 702, Chicago, Illinois 60602 to CONDON & COOK, LLC ("Mortgagee") with a mailing address at 745 N. Dearborn Street, Chicago, Illinois 60654;

WHEREAS, the Mortgagor has executed and delivered to the Mortgagee, Promissory Note, dated as of the date hereof, payable to the order of Mortgagee, in the principal sum of Sixty Thousand and 00/100 (\$60,000.00) dollars and the terms and provisions of said Promissory Note are incorporated herein and made a part hereof by this reference with the same effect as if fully set forth herein.

WHEREAS, the term "Promissory Note" as used hereinafter shall be deemed to include the above-described Promissory Note and all extensions, renewals, replacements, modifications and refinancings thereof.

NOW, THEREFORE, to secure: (a) the payment of the principal on the Promissory Note; (b) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, including, without limitation, all expenses and charges, legal or otherwise, including reasonable attorneys' fees, paid or incurred by the Mortgagee in realizing upon or protecting this Mortgage or the indebtedness secured hereby; and (c) the performance of Mortgagor's covenants and agreements under this Mortgage, Mortgagor, does hereby GRANT, MORTGAGE, CONVEY AND ASSIGN to Mortgagee, its successors and assigns, the real estate legally described to wit:

LOTS 8, 9, AND 10 IN THE SUBDIVISION OF BLOCK 28 IN THE VILLAGE OF EVANSTON IN THE WEST ½ OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS:

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PIN: 11-18-305-003-0000

COMMONLY KNOWN AS: 1601 Sherman Avenue, Evanston, IL 60201

TO HAVE AND TO HOLD the Mortgaged Premises unto Mortgagee, his successors and assigns forever, provided, however, that if all principal on the Promissory Note and all other indebtedness and obligations hereby secured are paid in full, and Mortgagor performs all of the terms, covenants and agreements contained herein, then this Mortgage shall be released upon the written request and expense of Mortgagor.

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant, assign, and convey the Mortgaged Premises.

MORTGAGOR HEREBY FURTHER COVENANTS TO MORTGAGEE AND AGREES AS FOLLOWS:

1. Mortgagor hereby agrees: (a) to pay when due, all indebtedness secured by this Mortgage, all other indebtedness, obligations and liabilities which this Mortgage secures; (b) to furnish to the Mortgagee such information and data with respect to the financial condition, business affairs and operations of Mortgagor and the Mortgaged Premises as may be reasonably requested (all such information and data to be prepared in accordance with generally accepted accounting principles consistently applied).
2. If Mortgagor transfers, conveys, alienates, pledges, hypothecates or mortgages the Mortgaged Premises or any part thereof, or sells, transfers or assigns the shares of stock of any corporate owner of the Mortgaged Premises ("Unpermitted Transfer"), the maturity of the Promissory Note shall be accelerated and all amounts shall be due and payable on the date of said Unpermitted Transfer.
3. This Mortgage constitutes a security agreement between Mortgagor and Mortgagee with respect to the Mortgaged Premises. To secure payment of the Promissory Note and all other indebtedness and obligations of Mortgagor hereunder, Mortgagor hereby grants to Mortgagee a security interest in the Mortgaged Premises and agrees that, upon Default, Mortgagee shall have all of the rights and remedies of a secured party under the Illinois Uniform Commercial Code.
4. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "moratorium laws" now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but does hereby waive the benefit of such laws. Mortgagor expressly waives any and all rights of redemption under any judgment or decree of foreclosure of this Mortgage, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Mortgaged Premises subsequent to the date hereof, it being the intent of Mortgagor hereby that any and all such rights of redemption of Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by applicable laws.

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5. Any one or more of the following shall constitute an event of default ("Default") hereunder: (a) default in the payment of the principal on the Promissory Note by January 20, 2015, or; (b) the Mortgaged Premises or any part thereof is assigned, sold, transferred or conveyed, whether voluntarily or involuntarily, by operation of law or otherwise; or (c) any indebtedness secured by a lien or charge on the Mortgaged Premises or any part thereof is not paid when due or proceedings are commenced to foreclose or otherwise realize upon any such lien or charge or to have a receiver appointed for the property subject thereto or to place the holder of such indebtedness or its representative in possession thereof; or (d) Mortgagor becomes insolvent or bankrupt or admits in writing its or his inability to pay its or his debts as they mature or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee.

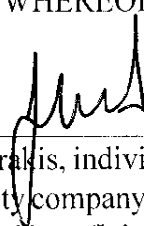
6. When any Default has occurred : (a) Mortgagee may declare the Promissory Note and all unpaid indebtedness of Mortgagor hereby secured, to be immediately due and payable, (b) Mortgagee may file any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law; or (ii) by the foreclosure of this Mortgage in any manner permitted by law; (c) Mortgagee may enter and take possession of the Mortgaged Premises or any part thereof and manage, operate, insure, repair and improve the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the Mortgaged Premises.

7. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Promissory Note and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

8. This Mortgage shall be construed in accordance with and governed pursuant to the laws of the State of Illinois.

9. Whenever any of the parties are referred to herein, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Mortgage contained by or on behalf of Mortgagor, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective heirs, executors, administrators, successors, vendees and assigns of such parties, whether so expressed or not.

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


 Theodore Mavralis, individually and as Authorized Member of Fountain Building LLC, an Illinois Limited Liability company, Fountain Square Limited Partnership, an Illinois Limited partnership and as the authorized beneficial holder of the beneficial interest in Cole Taylor Land Trust # 95623 dated March 1, 1995

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State of Illinois)) S.S.
County of Cook))

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Theodore Manais is 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day, June, 2016.

Commission expires October, 2019

[Signature]
Notary Public



Property of Cook County Clerk's Office