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Illinois Anti-Predatory Lending Database Program

Doc#: 1623917041 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/26/2016 09:21 AM Pg: 1 of 6

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 08-30-213-009

Address:

Street: 1207 Torrey Pines Court

Street line 2:

City: Naperville

State: IL

ZIP Code: 60564

Lender: CRESTVIEW BUILDERS, INC.

Borrower: RICHARD M. MRUZ AND ESTELLE MRUZ

Loan / Mortgage Amount: \$1,335,276.97

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: 381410BF-327F-4137-9814-67EEAA9EBD32

Execution date: 7/28/2016

4055847107

Property of Cook County Clerk's Office

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This Instrument was prepared by and
after recording should be returned to:
Win Wehrli Attorney at Law, P.C.
104 South Parkway Drive
Naperville, IL 60540

MORTGAGE

CT 160147850 #

THIS MORTGAGE ("Mortgage") is given on July 28th, 2016. The Mortgagor is Richard M. Mruz and Estelle Mruz, 1859 Prestwick Drive, Inverness, Illinois 60067 ("Mortgagor"). This Mortgage is given to Crestview Builders, Inc., an Illinois corporation, whose address is 4432 Chinaberry Lane, Naperville, Illinois 60564 ("Lender"). Richard M. Mruz and Estelle Mruz ("Borrower") owes Lender the principal sum of One Million Three Hundred Thirty-Five, Two Hundred Seventy-Six 97/100 (\$1,335,276.97) Dollars (the "Credit Limit"), or so much thereof as may be disbursed in the aggregate from time to time under the terms of Borrower's Note of even date herewith (the "Note"). This Mortgage secured to Lender the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, including such amounts thereof as may be hereafter advanced (not to exceed, however, the above-referenced credit limit). For this purpose, Mortgagor does hereby mortgage, grant and convey to Lender the real property legally described as:

Lot 19 in Hobson's Pond Subdivision, being a part of Sections 29 and 30, Township 38 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded July 10, 2001 as Document R2001-138506, and Certificate of Correction recorded August 20, 2002 as Document R2002-214887, in DuPage County, Illinois.

Permanent Index Number (PIN): 08-30-213-009

Common Address: 1207 Torrey Pines Court, Naperville, Illinois 60540

TOGETHER WITH all the improvements now or hereafter erected on the property, all easements, appurtenance, 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."

BORROWER covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered,

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and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Borrower's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal on the indebtedness evidenced by the Note.
2. Taxes, Charges, Liens. Borrower shall pay all property taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage.
3. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage". The insurance carrier providing the insurance shall be chosen by Borrower. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.
4. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.
5. Protection of Lender's Security. If Borrower fails 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, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take action as is necessary to protect Lender's interest, including, but not limited to disbursement of reasonable attorney's fees and entry upon the Property to make repairs.
6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to lender.

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7. Borrower Not Released. Extension of the time for payment of the sums secured by this Mortgage granted by lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest.

8. Forbearance by Lender Not a Waiver. 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

9. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised or currently, independently or successively.

10. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of lender and Borrower, subject to the provisions of paragraph 13 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraph of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

13. Transfer of Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (c) the grant of any leasehold interest of three years or less not containing an option to Purchase, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory and that the interest payable on the sums secured by this Mortgage shall be at such rate as lender shall request. If Lender has waived the option to accelerate

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provided in this Paragraph 13, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail borrower notice of acceleration in accordance with paragraph 11 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 14 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

14. Acceleration; Remedies. Except as provided in Paragraph 13 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 11 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, 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, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower 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, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

15. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

16. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

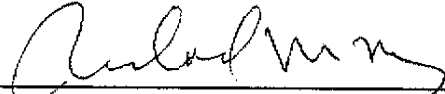
BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Mortgage.


(Signature Page to Follow)

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IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and delivered on the date first above written.

MORTGAGOR:


Richard M. Mruz


Estelle Mruz

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Richard M. Mruz and Estelle Mruz, 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 and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 28th day of July, 2016.



