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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



1625255016

Doc#: 1625255016 Fee: \$54.00

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

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 09/08/2016 09:05 AM Pg: 1 of 9

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 16-10-424-003-0000

Address:

Street: 4153 W. Washington Blvd

Street line 2:

City: Chicago

State: IL

ZIP Code: 60624

Lender: Robinson Payne LLC

Borrower: Belvie J. Foster and Tommica M. Akins

Loan / Mortgage Amount: \$68,483.93

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: 0B101AA8-C36F-4782-BF52-CB11B632773D

Execution date: 9/1/2016

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PREPARED BY AND
 AFTER RECORDING MAIL TO:
 Russel G. Robinson, Esq.
 Robinson Payne LLC
 2800 W. Higgins Road, Ste. 160
 Hoffman Estates, IL 60169

P.I.N.: 16-10-424-003-0000

_____ [Space Above This Line For Recording Data] _____

MORTGAGE

THIS MORTGAGE is given on August 29, 2016, by BELVIE J. FOSTER and TOMMICA M. AKINS ("Borrowers"), of 4153 W. Washington Blvd., Chicago, Illinois 60624. Borrowers are the mortgagors under this Mortgage. This Mortgage is given to ROBINSON PAYNE LLC ("Lender"), whose notice address is 2800 W. Higgins Road, Ste. 160, Hoffman Estates, IL 60169. Lender is the mortgagee under this Mortgage. Borrowers owe Lender the principal sum of Sixty-Eight Thousand, Four Hundred Eighty-Three and 93/100 Dollars (\$68,483.93), or such lesser amount loaned by Lender from time to time as reflected on the books and records of Lender (the "Loan"). This Mortgage secures to Lender: (a) the repayment of the Loan; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Mortgage; and (c) the performance of Borrowers' covenants and agreements under the Loan and this Mortgage. For this purpose, Borrowers do hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Cook County, Illinois:

LOT 22 IN BLOCK 34 IN THE WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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, except for encumbrances of record. Borrowers warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrowers and Lender covenant and agree as follows:

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1. Payment of Principal and Interest, Prepayment and Late Charges. Borrowers shall promptly pay when due the principal of, and interest on, the Loan and any prepayment charges and late charges due on the Loan.

2. Application of Payments or Proceeds. Unless applicable law provides otherwise, all payments received by Lender under Paragraph 1 shall be applied in the following order of priority: (a) late charges and collection costs incurred by Lender in connection with the Loan; (b) interest due on the Loan; and (c) principal due on the Loan.

3. Funds for Escrow Items. This Mortgage does not require escrow payments from Borrower for taxes or insurance.

4. Charges; Liens. Borrowers shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Mortgage, leasehold payments or ground rents on the Property, if any, and community association dues, fees, and assessments, if any. Borrowers shall pay these obligations on time directly to the person owed payment.

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 Lender, but only so long as Borrowers are performing such agreement; (b) contest the lien in good faith by, or defend against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secure from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, Lender may give Borrowers a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrowers shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

5. Property Insurance. Borrowers shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and hazards included within the term "extended coverage". Unless Borrowers provide Lender with evidence of insurance coverage satisfactory to Lender, Lender may purchase Insurance at Borrowers' expense to protect Lender's interest in the Property. This insurance may, but need not, protect Borrowers' interests. The coverage that Lender purchases may not pay any claim that Borrowers make or any claim that is made against Borrowers in connection with the property. Borrowers may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrowers have obtained insurance as required by this Mortgage. If Lender purchases insurance for the collateral, Borrowers will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrowers' total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrowers may be able to obtain on their own.

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6. Preservation, Maintenance and Protection of the Property; Inspections. Borrowers shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrowers are residing in the Property, Borrowers shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined that repair or restoration is not economically feasible, Borrowers shall promptly repair the Property if damaged to avoid further deterioration or damage.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrowers notice at the time of or prior to such an interior inspection specifying such reasonable cause.

7. Protection of Lender's Interest in the Property and Rights Under this Mortgage. If Borrowers fail to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that might significantly affect Lender's interest in the Property and/or its rights under this Mortgage (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Mortgage or to enforce laws or regulations), then Lender may do and pay for whatever is reasonable or appropriate to protect the value of the Property and Lender's interest in the Property and rights under this Mortgage. Lender'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 the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrowers secured by this Mortgage. These amounts shall bear interest at the rate of the Loan from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrowers requesting payment.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation ("Proceeds"), are hereby assigned and shall be paid to Lender.

In the event of a taking, or conveyance in lieu thereof, in which the fair market value of the Property immediately before such taking or conveyance is equal to or greater than the amount of the sums secured by this Mortgage immediately before such taking or conveyance, unless Borrowers and Lender otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before such taking or conveyance divided by (b) the fair market value of the Property immediately before such taking or conveyance. Any balance shall be paid to Borrowers.

If the Property is abandoned by Borrowers, or if, after notice by Lender to Borrowers that the condemnor offers to make an award to settle a claim for damages, Borrowers fail to respond

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to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Proceeds, at their option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due.

Unless Lender and Borrowers otherwise agree in writing, the application of any Proceeds to principal shall not extend or postpone the Maturity of the Loan.

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

10. Successors and Assigns Bound. Subject to the provisions of Paragraph 15, any successor in interest of Borrowers who assumes Borrowers' obligations under this Mortgage in writing, and is approved by Lender, shall obtain all of Borrowers' rights and benefits under this Mortgage. Borrowers shall not be released from Borrowers' obligations and liability under this Mortgage unless Lender agrees to such release in writing. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender.

11. Loan Charges. If the Loan secured by this Mortgage is 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. Lender may choose to make this refund by reducing the principal on the Loan 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. Borrowers' acceptance of any such refund made by direct payment to Borrowers will constitute a waiver of any right of action Borrowers might have arising out of such overcharge.

12. Notices. All notices given by Borrowers or Lender in connection with this Mortgage must be in writing. Any notice to Borrowers in connection with this Mortgage shall be deemed to have been given to Borrowers when mailed by first class mail or when actually delivered to Borrowers' notice address stated herein unless Borrowers have designated another address by notice to Lender. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrowers. Any notice in connection with this Mortgage shall not be deemed to have been given to Lender until actually received by Lender.

13. Governing Law; Severability. This Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or

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clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision. To this end the provisions of this Mortgage are declared to be severable.

14. Borrowers' Copy. Borrowers shall be given one copy of this Mortgage.

15. Transfer of the Property or a Beneficial Interest in Borrowers. As used in this Paragraph 15, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrowers at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

If Lender exercises this option, Lender shall give Borrowers notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Paragraph 12 within which Borrowers must pay all sums secured by this Mortgage. If Borrowers fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrowers.

16. Borrowers' Right to Reinstate After Acceleration. If Borrowers meets certain conditions, Borrowers shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earliest of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to Paragraph 19 of this Mortgage; (b) entry of a judgment enforcing this Mortgage. Those conditions are that Borrowers: (a) pay Lender all sums which then would be due under this Mortgage and the Loan as if no acceleration had occurred; (b) cure any default of any other covenants or agreements; (c) pay all expenses incurred in enforcing this Mortgage, including without limitation reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Mortgage; and (d) take such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Mortgage, and Borrowers' obligation to pay the sums secured by this Mortgage, shall continue unchanged. Upon reinstatement by Borrowers, this Mortgage and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraph 15.

17. Sale of Loans; Change of Loan Servicer. The Loan or a partial interest in the Loan (together with this Mortgage) can be sold one or more times without prior notice to Borrowers. A sale might result in a change in the entity (known as the "Loan Servicer") that collects payments due under the Loan and this Mortgage. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Loan. If there is a change of the Loan Servicer, Borrowers will be given written notice of the change in accordance with Paragraph 12 above and applicable law. The notice will state the name and address of the new Loan Servicer

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and the address to which payments should be made. The notice will also contain any other information required by applicable law.

18. Hazardous Substances. As used in this Paragraph 18: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrowers shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrowers shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrowers shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrowers have actual knowledge, (b) any Environmental Condition, including without limitation any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrowers learn, or are notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrowers shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

19. Acceleration; Remedies. Lender shall give notice to Borrowers prior to acceleration following Borrowers' breach of any covenant or agreement in this Mortgage (but not prior to acceleration under Paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrowers, by which the default must be cured; and (d) that failure to cure the default 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 Borrowers 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 Borrowers to

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LEGAL DESCRIPTION:

LOT 22 IN BLOCK 34 IN THE WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-10-424-003-0000

PROPERTY ADDRESS: 4153 W. WASHINGTON BOULEVARD, CHICAGO, IL 60624

Property of Cook County Clerk's Office