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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1625950059

Doc#: 1625950059 Fee: \$62.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/15/2016 09:29 AM Pg: 1 of 13

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 05-34-411-016-0000

Address:

Street: 129 6th Street

Street line 2:

City: Wilmette

State: IL

ZIP Code: 60091

Lender: Housing Our Own-Wilmette

Borrower: Kathleen Behrend

Loan / Mortgage Amount: \$18,000.00

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.

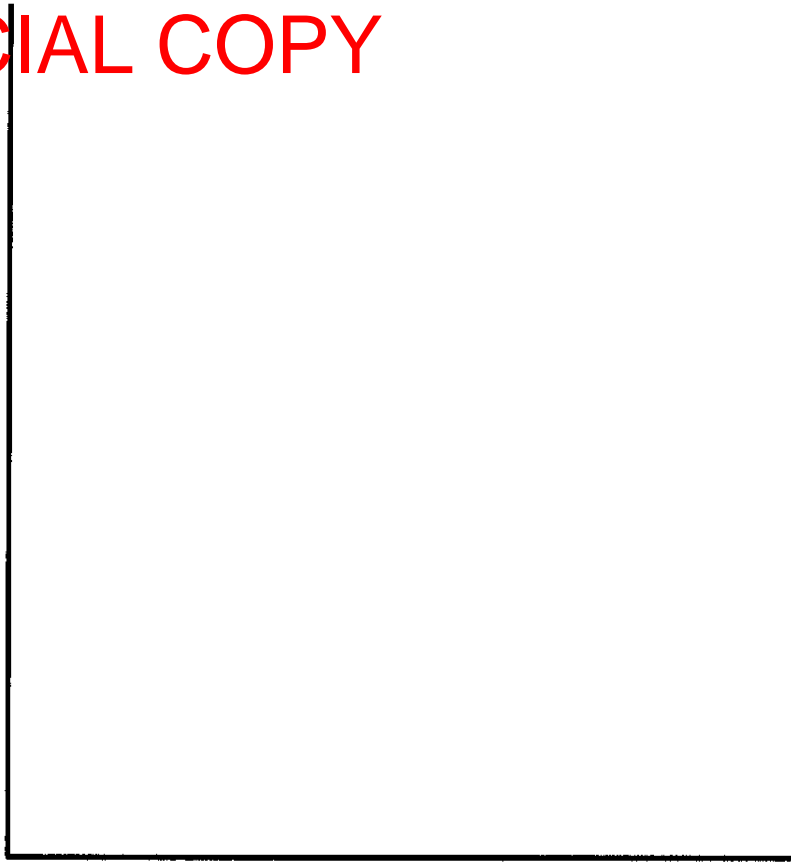
Certificate number: 6FE3FD00-521A-41FB-9676-CEC081086DE9

Execution date: 9/8/2016

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This instrument was prepared by
and should be mailed to:

[]
[]
[]
[]



This Box is For Use by the Recorder's Office

MORTGAGE

THIS MORTGAGE ("Mortgage") is made as of **July 7, 2016** by **Kathleen Behrend**, an individual ("Mortgagor") who resides at **129 6th Street** Village of Wilmette, County of Cook, State of Illinois to and for the benefit of **Housing Our Own-Wilmette**, an Illinois not-for-profit corporation ("Mortgagee"):

RECITALS

- A. Pursuant to Mortgagee's Housing Assistance Program, Mortgagee agrees, as long as Mortgagor remains eligible for the program, to lend Mortgagor up to the maximum principal amount of \$18,000 and ~~up~~/100 Dollars (\$18,000.00) (the "Loan") for the purpose of paying Cook County real estate property taxes. Said Loan is evidenced by that certain Promissory Note dated as of even date herewith (the "Note"), made payable by Mortgagor, as borrower, to the order of Mortgagee, as lender, in the maximum principal amount of the Loan.
- B. Mortgagor must re-qualify for the program prior to each advance of proceeds.
- C. A condition precedent to Mortgagee advancing proceeds of the Loan to Mortgagor is the execution and delivery of this Mortgage by Mortgagor.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

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1. Mortgagor hereby mortgages, grants, assigns, remises, releases, warrants, hypothecates and conveys to Mortgagee, its successors and assigns, and grants a security interest in, the following described property, rights and interests, all of which property, rights and interests are hereby pledged primarily and on a parity with the Property (as defined below) and not secondarily.

2. This Mortgage secures to Mortgagee: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Mortgagor's covenants and agreements under this Agreement and under the Note. For this purpose, Mortgagor hereby mortgages, grants, conveys and hypothecates to Mortgagee and Mortgagee's successors and assigns the following described property located in the Village of Wilmette, County of Cook, State of Illinois and legally on Exhibit A attached hereto (the "Property")

3. In accordance with Illinois law, the Mortgagor hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

4. The covenants and conditions on Schedule I attached hereto are incorporated herein by reference.

[Signature Page Follows]

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

Kathleen Behrend
Kathleen Behrend, individually

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Kathleen Behrend**, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 12 day of July, 2016.

Commission Expires:

Robert Lester Porter

NOTARY PUBLIC



Clerk's Office

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SCHEDULE I

COVENANTS, CONDITIONS AND PROVISIONS

1. 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) complete within a reasonable time: any building or buildings now or at any time in process of erection upon said premises; (v) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; and (vi) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall pay, before any penalty attaches, all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagees interest in the property, or the manner of collection of taxes, so to affect this Mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the Note hereby secured, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agrees to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note secured hereby.

5. At such time as the Mortgagor is not in default either under the terms of the Note secured hereby or under the terms of this mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of said Note (in addition to the required payments) as may be provided in said Note.

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6. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore 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 on 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 highest rate now permitted by Illinois law. 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 Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

10. When the indebtedness hereby shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale, which may be had pursuant to such decree, the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned

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shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, 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 defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof .

11. 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, including all such items as are mentioned in the recording paragraph hereof; *second*, all other item which under the terms hereof constitute secure indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; *third*, all principal and interest remaining unpaid on the Note; and *fourth*, any overplus to Mortgagor, his/her heirs, legal representatives or assigns, as their rights may appear.

12. 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 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 the 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 for such cases for the protection, possession, control, management and operation of the premises during the whole of said 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: (i) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; and (ii) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. INTENTIONALLY OMITTED

16. If the payment of said indebtedness or any part thereof shall be extended or varied or if any part of the security be released, if 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

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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.

17. Mortgagee shall release this Mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. 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.

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EXHIBIT A

“Property”

Legal Description: *Lots 1 and 2 in Block 3 in Gregory's Subdivision of the South half of Lots 26, 27, and 28 in Baxter's Subdivision of parts of the South Section of Ouilmette Reservation in Cook County, Illinois*

Address of Property: **129 6th Street, Wilmette, Illinois 60091**

PIN: 05-34-411-016-0000

Record Owner: Kathleen Behrend

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PROMISSORY NOTE

Date: FEBRUARY 19, 2016

For value received, **Kathleen Behrend** (the "Borrower") hereby promises to pay Housing Our Own-Wilmette, an Illinois not-for-profit corporation (the "Lender") up to the maximum principal amount of [\$18,000 and 0/100 Dollars] (\$ 18,000) (the "Loan"), pursuant to that certain Mortgage dated as of even date herewith (the "Mortgage") made by Borrower, as mortgagor, to and for the benefit of Lender, as mortgagee. Said Loan is given in accordance with the Lender's Housing Assistance Program for the sole purpose of paying Cook County real estate property taxes assessed on the property as further described on Exhibit A as attached to the Mortgage (the "Property").

Borrower understands and agrees that:

1. This Promissory Note (the "Note") shall be immediately due and payable upon the conveyance, transfer or sale of the Property, whether by deed, inheritance, contract, foreclosure, operation of law or otherwise;
2. all advances made under this Note and any payments on account of principal hereof shall be recorded by the Lender and endorsed by both the Lender and the Borrower on Schedule A (as updated from time to time) attached hereto, and such Schedule A, as updated from time to time, shall be conclusive evidence of the principal amount owed on the Loan;
3. the payment of this Note is secured by the Mortgage; and,
4. the Mortgage represents a valid lien upon the Property.

All liens, mortgages or other encumbrances to the Property being recorded after the date the Mortgage is recorded by the Cook County Recorder of Deeds shall be subject and subordinate to the Mortgage, except for those governmental tax liens given statutory priority. In the event this Note shall be in default, and placed with an attorney for collection, the undersigned agrees to pay all reasonable attorney fees and costs of collection. To the extent this Note must be brought to judgment, the undersigned agrees to the entry of said judgment without contest.

The undersigned, and all other subsequent parties to this Note, whether as endorsers, guarantors or sureties agrees to remain fully bound hereunder until this Note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release or any obligor hereunder or to this Note, or upon the exchange, substitution, or release of any collateral granted as security for this Note. No modification or indulgence by any holder hereof, shall be binding unless in writing; and any

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indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each or the undersigned, notwithstanding the acknowledgment of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This Note shall be construed, governed and enforced in accordance with the laws of the State of Illinois. The undersigned hereby executes this Note as the principal and not as a surety.

[Signature Page Follows]

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This Note shall inure to the benefit of the Lender, its successors and assigns, and all terms herein shall be binding upon Borrower, his/her heirs, beneficiaries, legatees, and/or those otherwise taking from him/her, as well as any executor, trustee, or legal representative.

Elsa Block
Witness (Signature)

Kathleen Behrend
Kathleen Behrend, individually

Elsa Block
Witness (Print Name)

1200 WILMETT AVE, WILMETTE, IL 60091.
Witness (Address)

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SCHEDULE A

PROMISSORY NOTE

DATED ~~February~~ February 19, 2016

PAYABLE TO THE ORDER OF HOUSING OUR OWN-WILMETTE.

PRINCIPAL PAYMENTS				
Date	Amount of Principal Borrowed	Amount of Principal Repaid	Unpaid Principal Balance	Notation Made by
2/19/2016	\$900.00			Eric Block.
7/7/2016	\$900.00			Eric Block.

KHB

BORROWER:

Kathleen Behrend
Kathleen Behrend, individually

Date: 2/19/2016

LENDER:

Housing Our Own-Wilmette, an Illinois not-for-profit corporation

By: _____
 Name: _____
 Title: _____

Date: _____