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## Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

FIRST AMERICAN  
File # 2813428

Report Mortgage Fraud  
800-532-8785



Doc# 1700304061 Fee \$52.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/03/2017 02:48 PM PG: 1 OF 8

The property identified as: PIN: 16-23-326-031-0000

**Address:**

**Street:** 2160 S Millard Ave

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60623

**Lender:** Riva Ridge, LLC

**Borrower:** Dawn Checchin

**Loan / Mortgage Amount:** \$75,000.00

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.

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INTL

**Certificate number:** 3A9879CB-F145-4137-967C-47F28D9BB6DC

**Execution date:** 12/16/2016

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MORTGAGE

The Mortgagor, DAWN CHECCHIN, of the Arlington Heights, Illinois, Mortgages and Warrants to the Mortgagee, RIVA RIDGE, LLC, an Illinois limited liability company, of the Village of Arlington Hts., County of Cook and State of Illinois, to secure the payment of a certain promissory note ("Note"), executed by the Mortgagor, bearing even date herewith, payable to the order of RIVA RIDGE, LLC, in the amount of Seventy Five Thousand and 00/100 Dollars (\$75,000.00), with interest at the rate of Seven and One-Half Percent (7.5%) per annum, payable in accordance to the schedule attached to the Note, on the following described real estate ("Property"), to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A.

Commonly known as: 2160 S. MILLARD AVE, CHICAGO, ILLINOIS 60623  
 Permanent Index No. 16-23-326-031-0000

**FIRST AMERICAN TITLE**  
**FILE # 2813428**

The Mortgagor covenants and agrees as follows: (i) to pay said indebtedness, and the interest thereon, as herein and in said Note provided, or according to any agreement extending time of payment; (ii) to pay when due in each year to person owed payment, all taxes, assessments, charges, fines and impositions attributable to said premises; which may attain priority over this security instrument, and promptly furnish to Mortgagee receipts evidencing the payments; (iii) within a reasonable time after destruction or damage to rebuild or restore all building or improvements on said premises that may have been destroyed or damaged; (iv) not to destroy, damage or impair the premises, allow the premises to deteriorate, or commit waste on the premises; (v) to pay all subsequent incumbrances and the interest thereon, at the time or times when

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the same shall become due and payable; (vi) to keep all improvements now or at any time of said premises insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding (if such coverage is available), maintained in the amounts and for the periods that Mortgagee requires, in companies to be selected by Mortgagor herein, who is hereby authorized to place such insurance in companies acceptable to the Mortgagee, with loss clause payable to RIVA RIDGE, LLC. Proof of such insurance or policies shall be left and remain with the said Mortgagee until all sums due pursuant to the Note are fully paid. All policies shall provide for at least thirty (30) days prior written notice to Mortgagee of cancellation or non-renewal.

If Mortgagor fails to provide such insurance, or pay taxes or assessments, or the subsequent incumbrances of the interest thereon when due, or there is any legal proceeding that may significantly affect Mortgagee's rights in the Property, such failure shall be considered an event of default ("Event of Default"), and Mortgagee shall have the right, at its option, but not be required to, obtain such insurance at Mortgagor's expense, or pay such taxes or assessments, or discharge or purchase any tax lien affecting said premises or pay all subsequent incumbrances and the interest thereon from time to time, or appear in Court or pay reasonable attorneys' fees, and all money so paid, the Mortgagor agrees to repay to Mortgagee within ten (10) days of Mortgagee's written notice, and the same with interest thereon from the date of payment at Ten Percent (10%) per annum shall be so much additional indebtedness secured hereby.

In addition to the above mentioned Events of Default, if Mortgagor fails to make any payment required by the previous paragraph within ten (10) days of the due date on the indebtedness, such failure shall also be considered an Event of Default, provided Mortgagor has not cured the default within fifteen (15) days of Mortgagee's written notice.

Upon the occurrence of an Event of Default, Mortgagee shall have the right at its option, provided that Mortgagee gives Mortgagor written notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Mortgagee, by which the default must be cured; (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; (e) that Mortgagee has 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 Mortgagee to acceleration and foreclosure: (i) to declare the entire unpaid principal of this Mortgage and interest thereto immediately due and payable, with penalty interest rate at Ten Percent (10%) per annum from the date of such demand; and (ii) to pursue to the fullest extent all other rights and remedies available to it at law or in equity.

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Mortgagor shall also pay within ten (10) days of written demand any and all expenses, including reasonable attorney fees, incurred or paid by Mortgagee without suit or action in attempting to collect funds due under this Mortgage. In the event an action is instituted to enforce or interpret any of the terms of this Mortgage including but not limited to any action or participation by Mortgagor in, or in connection with, a case or proceeding under the Bankruptcy Code or any successor statute, the prevailing party shall be entitled to recover all expenses reasonably incurred at, before and after trial and on appeal or review, whether or not taxable as costs, including, without limitation, attorney fees, witness fees (expert and otherwise), deposition costs, copying charges and other expenses.

Mortgagee may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the written consent of Mortgagee, of all or any part of the premises, or any interest in the premises. A "sale or transfer" means the conveyance of the premises or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the premises (such consent in the event of such transfer of beneficial interest not to be unreasonably withheld), or by any other method of conveyance of the premises interest. The previous sentence notwithstanding, a "sale or transfer" does not mean a conveyance of the premises or any right, title or interest therein; whether legal or equitable, to a single member LLC, an inter vivos trust or grantor irrevocable trust.

Any lease executed on the said premises shall be subject and subordinate to this Mortgage and to all renewals, modifications, consolidations, replacements, and extensions for or of this Mortgage, to the full extent of the principal sum, together with interest thereon and all other amounts secured thereby.

Situated in the County of Cook, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage, and shall cause such release to be recorded with the Recorder.

All notices and demands given by Mortgagor or Mortgagee in connection with this Mortgage must be in writing. Any notice or demand to Mortgagor shall be deemed to have been given to Mortgagor if sent to 415 W. Haven Drive, Arlington Heights, Illinois 60005, or such other address as Mortgagor has designated by notice to Mortgagee, by certified mail, return receipt requested, proper postage prepaid two (2) business

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days after being placed in the U.S. mail, or when actually delivered to Mortgagor if sent by other means. Any notice or demand to Mortgagee shall be deemed to have been given to Mortgagee if sent c/o Samuel J. Moser, 506 W. Haven Drive, Arlington Heights, Illinois 60005, or such other address as Mortgagee has designated by notice to Mortgagor, by certified mail, return receipt requested, proper postage prepaid two (2) business days after being placed in the U.S. mail, or when actually delivered to Mortgagee if sent by other means. If any notice or demand required by this Mortgage is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

This Mortgage shall be governed by applicable federal law and the law of the jurisdiction in which the Property is located. Any action arising out of related to this Mortgage shall be brought in the state or federal court located in Cook County, Illinois. All rights and obligations contained in this Mortgage are subject to any requirements and limitations of Applicable Law. In the event that any provision or clause of this Mortgage or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Mortgagee. Any amendment to this Mortgage to be effective must be in writing signed by the parties hereto. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that or any other provision.

Dated this 16<sup>th</sup> day of Dec, 2016.

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ACKNOWLEDGED AND AGREED TO BY:

MORTGAGOR:

*Dawn Checchin*      *Dawn Checchin*  
 Dawn Checchin      12/17/16

MORTGAGEE:

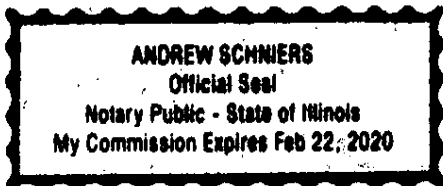
Riva Ridge, LLC, an Illinois limited liability company

\_\_\_\_\_  
 Name: *Samuel Moser*  
 Title: *MARY MEMBER*

STATE OF ILLINOIS    )  
   )    SS.  
 COUNTY OF COOK    )

I, *Andrew Schniers*, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAWN CHECCHIN 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, including the release and waiver of the right of homestead.

Given under my hand this *17<sup>th</sup>* day of *December*, 2016.



*[Signature]*  
 Notary Public

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STATE OF ILLINOIS )

) SS.

COUNTY OF COOK )

Dawn M. Gerlach

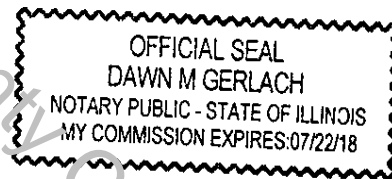
I, Dawn M. Gerlach, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Samuel J. Morv of Riva Ridge, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 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, including the release and waiver of the right of homestead.

Given under my hand this 19 day of December, 2016.

Dawn M. Gerlach

Notary Public

This instrument was prepared by: Dros. Nivlahan McMahon & O'Connor LLC, 11 S. Dunton Avenue, Arlington Heights, Illinois 60005



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## EXHIBIT A

### Legal Description

LOT 3 IN THE SUBDIVISION OF LOT A IN BLOCK 2 (FORMERLY LOTS 20 TO 31 INCLUSIVE OF SAID BLOCK 2) IN MILLARD AND DECKERS ADDITION TO CHICAGO BEING A PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF OGDEN AVENUE, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 16-23-326-031-0000

Address of Real Estate: 2160 South Millard Avenue, Chicago, Illinois 60623

Property of Cook County Clerk's Office