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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1722319117

Doc# 1722319117 Fee \$72.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/11/2017 03:52 PM PG: 1 OF 18

IL 1705681 2 of 2 Ke

The property identified as: **PIN:** 15-26-204-051-0000

Address:

Street: 8028 Country Club Lane

Street line 2:

City: North Riverside

State: IL

ZIP Code: 60546

Lender: Ray G. Rezner

Borrower: William Rezner and Monica Munoz, husband and wife

Loan / Mortgage Amount: \$500,000.00

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.

S
P/18
S
SC
INT

Certificate number: E2F09DAB-5666-48B7-A75B-DD2EFD576907

Execution date: 8/9/2017

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**Prepared By and
After Recording Return To:**

Drew J. Scott, Esq.
SCOTT & KRAUS, LLC
150 S. Wacker Drive
Suite 2900
Chicago, IL 60606

Permanent Tax Index Number:

15-26-204-051-0000

Property Address:

8028 Country Club Lane
North Riverside, IL 60546

**MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING
(ILLINOIS)**

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING ("Mortgage") is given effective as of August 9, 2017. The mortgagors are WILLIAM REZNER and MONICA MUNOZ, husband and wife, residing at 8028 Country Club Lane, North Riverside, IL 60546 (individual and together, as context may require, the "Mortgagor"). This Mortgage is given to RAY G. REZNER, individually, residing at 22210 Fairview Bend Drive, Bonita Springs, FL 34135 (the "Lender").

Mortgagor is justly indebted to Lender for money borrowed (the "Loan") in the original principal sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (the "Loan Amount") arising under and pursuant to that certain Promissory Note dated as of the date hereof made by Mortgagor in favor Lender in the amount of the Loan (as may be modified, amended, supplemented, extended or consolidated in writing and any note(s) issued in exchange therefor or replacement thereof) (the "Note"), in which Note the Mortgagor promises to pay to Lender the Loan Amount, together with all accrued and unpaid interest thereon, interest accrued at the default rate (if any), late charges (if any) and all other obligations and liabilities due or to become due to Lender pursuant to the Loan Documents (as defined herein) and all other amounts, sums and expenses paid by or payable to Lender pursuant to the Loan Documents (collectively the "Indebtedness") until the Indebtedness has been paid, but in any event, the unpaid balance (if any) remaining due on the Note, if not extended, shall be due and payable on demand, or such earlier date resulting from the acceleration of the Indebtedness by Lender. The Note, this Mortgage and any other agreements, documents or instruments delivered in connection with the Loan are hereinafter referred to as the "Loan Documents." Capitalized terms

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used herein and not otherwise defined shall have those meanings given to them in the other Loan Documents.

This Mortgage secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of the Indebtedness, with interest, (c) payments of all amounts advanced under Section 8 to protect the security of this Mortgage; and (d) the performance of Mortgagor's covenants and agreements under this Mortgage and Mortgagor's covenants and agreements under the Note. For this purpose, Mortgagor does hereby mortgage, grant, convey and warrant to Lender the real properties located at 8028 Country Club Lane, North Riverside, IL 60546 ("Residential Property"), in Cook County, Illinois, as described on Exhibit A attached hereto and made a part hereof.

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, and all leases, and the rents, avails and proceeds of all of the foregoing. All replacements and additions shall also be covered by this Mortgage. All of the foregoing, including the Residential Property, is referred to in this Mortgage, collectively, as the "Property."

MORTGAGOR COVENANTS that Mortgagor is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record approved by Lender ("Permitted Encumbrances"). Mortgagor warrants and will defend the title to the Property against all claims and demands, subject to any Permitted Encumbrances.

THIS MORTGAGE combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdictions to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal and Interest; Late Charges.** Mortgagor shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges due under the Note.

2. **Taxes.** Mortgagor agrees to pay or cause to be paid, at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation any non-governmental levies or assessments such as maintenance charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions and restrictions affecting the Property, which are assessed or imposed upon the Property, or become due and payable, and which create, may create or appear to create a lien upon the Property, or any part thereof (all of which taxes, assessments and other governmental charges and non-governmental charges of the above-described or like nature are hereinafter referred to as "Impositions"); provided however, that if, by law, any such Imposition is payable, or at the option of the taxpayer may be paid, in

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installments, Mortgagor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest. Upon the request of Lender, Mortgagor shall furnish to Lender official receipts of the appropriate taxing authority, or other proof satisfactory to Lender, evidencing the payment thereof.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Section 1 shall be applied: first, to interest due; second, to principal due; and last, to any late charges due under the Note.

4. Reserved.

5. Charges; Liens. Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Mortgagor shall pay these obligations on time directly to the person owed payment. Upon request by Lender, Mortgagor shall promptly furnish to Lender all notices of amounts to be paid under this Section and evidence of such payments.

Mortgagor shall promptly discharge any lien which has priority over this Mortgage unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures 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 Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice by Lender.

6. Preservation, Maintenance and Protection of the Property. Mortgagor shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Mortgagor shall maintain the Property in good condition and repair, shall comply with all applicable laws relating to the Property and shall repair and restore the Property following any casualty damage or taking by condemnation. In the event of casualty loss, Mortgagor shall give prompt notice to the insurance carriers and Lender. Provided no Event of Default shall have occurred and be then continuing hereunder, and unless Mortgagor and Lender shall otherwise agree in writing, any insurance proceeds shall be applied to the restoration or repair of the Property, subject to the reasonable requirements of Lender concerning the holding and investment of such proceeds. If an Event of Default has occurred and is continuing, all insurance proceeds shall be first applied as payments on the Loan and the Indebtedness until paid in full, and the balance of such insurance proceeds (if any) shall be paid to Mortgagor.

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7. Hazard or Property Insurance. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval which shall not be unreasonably withheld. Such insurance shall name Lender as Mortgagee under a standard Mortgagee clause acceptable to Lender in its reasonable discretion, and shall not be subject to cancellation except upon not less than thirty (30) days written notice to Lender. If Mortgagor fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Section 3.

8. Protection of Lender's Rights in the Property. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. 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 on the Property to make repairs. Although Lender may take action under this Section 8, Lender does not have to do so.

Any amounts disbursed by Lender under this Section 8 shall become additional debt of Mortgagor secured by this Mortgage. Unless Mortgagor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Mortgagor requesting payment.

9. 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, are hereby assigned and shall be paid to Lender.

10. Mortgagor Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the Indebtedness secured by this Mortgage granted by Lender shall not operate to release the liability of the Mortgagor or any successor thereto. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the Indebtedness secured by this Mortgage by reason of any demand made by the original Mortgagor or any successor thereto. 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.

11. Due on Sale. Mortgagor agrees and understands that to the fullest extent permitted by applicable law in the event (i) Mortgagor, or any beneficiary of Mortgagor,

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shall convey title to, or beneficial interest in, or otherwise suffer or permit, whether voluntary or involuntary, any equitable interest in the Property to become vested in any person or persons, firm or corporation or other entity than Mortgagor, or the present beneficiary or beneficiaries, or (ii) allow any lien or security interest to attach to the Property or the beneficial interest in the Property other than the lien of the Senior Mortgage and the lien of this Mortgage (excluding taxes and assessments not yet due and payable), or (iii) any articles of agreement for deed, or other installment contract for deed, title or beneficial interest or land contract in the Property are entered into, the Lender may declare the entire unpaid principal balance above mentioned and any unpaid advances, together with interest thereon at the rate herein provided, to be immediately due and payable, without notice.

12. Events of Default; Acceleration. Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

(a) Mortgagor fails to pay any installment of principal or interest payable pursuant to the terms of the Note, or any other amount payable to Lender under the Note or any of the other Loan Documents when such payment is due in accordance with the terms hereof or thereof;

(b) there shall be any breach or violation of the Due on Sale provisions of Section 11 of this Mortgage, or

(c) Mortgagor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor under the Note, this Mortgage or any of the other Loan Documents;

(d) the existence of any inaccuracy or untruth in any material respect in any certification, representation or warranty contained in this Mortgage or any of the other Loan Documents or of any statement or certification as to facts delivered to the Lender by Mortgagor or any guarantor from time to time of the Note (individually, a "Guarantor" and collectively, the "Guarantors");

(e) Mortgagor files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal, state, or other statute or law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or similar officer of Mortgagor or of all or any substantial part of the property of Mortgagor, the Property or all or a substantial part of the assets of Mortgagor are attached, seized, subjected to a writ or distress warrant or are levied upon;

(f) the commencement of any involuntary petition in bankruptcy against Mortgagor or any Guarantor, or the institution against Mortgagor or any Guarantor of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future federal, state or other statute or law, or the appointment of a receiver, trustee or similar officer for all or any substantial part of the property of Mortgagor or any Guarantor;

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- (g) the dissolution, termination or merger of Mortgagor or any Guarantor that is an organization, or the death or declaration of legal incompetency of any Mortgagor or any Guarantor that is an individual;
- (h) condemnation of all or substantially all of the Property;
- (i) the occurrence of any default or Event of Default (however described) under the Note or any of the other Loan Documents; or
- (j) the occurrence of any default or Event of Default (however described), under any document or agreement evidencing or securing any other obligation or indebtedness of Mortgagor and/or any guarantor to Lender.

If an Event of Default occurs, the Lender may, at its option, declare the whole of the Indebtedness to be immediately due and payable without further notice to Mortgagor, with interest thereon accruing from the date of such Event of Default until paid at the default rate, if any.

13. Foreclosure: Expense of Litigation.

(a) When all or any part of the Indebtedness shall become due, whether by acceleration or otherwise, the Lender shall have the right to foreclose the lien hereof for such Indebtedness or part thereof and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents, or to exercise any other right provided by applicable law.

(b) 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 the Lender for reasonable attorneys' fees, appraisers' 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, and similar data and assurances with respect to the title as the Lender may deem 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 Property. All expenditures and expenses of the nature mentioned in this Section and such other expenses and fees as may be incurred in the enforcement of Mortgagor's obligations hereunder, the protection of said Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by the Lender in any litigation or proceeding affecting this Mortgage, the Note, or the Property, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Mortgagor, with interest thereon until paid at the default rate, if any, and shall be secured by this Mortgage.

14. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Property shall be distributed and applied in accordance with

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applicable law and, unless otherwise specified therein, in such order as the Lender may determine in its sole and absolute discretion.

15. Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall, upon petition by the Lender, appoint a receiver for the Property in accordance with applicable law. Such appointment may be made either before or after 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 Property or whether the same shall be then occupied as a homestead or not and the Lender hereunder or any other holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Property (i) during the pendency of such foreclosure suit, (ii) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and (iii) during any further times when Mortgagor, but for the intervention of such receiver, would be entitled to collect such rents, issues and profits. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during said period, including, to the extent permitted by law, the right to lease all or any portion of the Property for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. The court from time to time may authorize the application of the net income received by the receiver in payment of (a) the Indebtedness, 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 foreclosure sale, and (b) any deficiency upon a sale and deficiency.

16. Lender's Right of Possession in Case of Default. At any time after an Event of Default has occurred, Mortgagor shall, upon demand of the Lender, surrender to the Lender possession of the Property. To the extent permitted by applicable law, Lender, in its discretion, may, with or without process of law enter upon and take and maintain possession of all or any part of the Property, together with all documents, books, records, papers and accounts relating thereto, and may exclude Mortgagor and its agents or servants therefrom, and the Lender may then hold, operate, manage and control the Property, either personally or by its agents. The Lender shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Property, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent.

17. Rights Cumulative. Each right, power and remedy herein conferred upon the Lender is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under any of the Loan Documents or at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Lender, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or

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thereafter any other right, power or remedy, and no delay or omission of the Lender in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein.

18. Reserved.

19. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Mortgagor. All covenants and agreements of Mortgagor hereunder shall be joint and several.

20. Notices. Any notice to Mortgagor provided for in this Mortgage shall be given by delivering it via overnight courier or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property or any other address Mortgagor designates by notice to Lender. Any notice to Lender shall be given by overnight courier or by mailing it by first class mail to Lender's address stated herein or such other address Lender designates by notice to Mortgagor. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Lender when given as provided in this Section.

21. Severability. 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. To this end the provisions of this Mortgage and the Note are declared to be severable.

22. Release. Upon payment of all Indebtedness secured by this Mortgage, Lender shall release this Mortgage without charge to Mortgagor.

23. Governing Law. This Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Mortgage are subject to any requirements and limitations of applicable law. Applicable law might explicitly or implicitly allow the parties to agree by contract or it might be silent, such silence shall not be construed as a prohibition against agreement by contract. In the event any provision or clause of this Mortgage or any of the other Loan Documents conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or Loan Documents which can be given effect without the conflicting provision.

24. Time of the Essence. Time is of the essence to this Mortgage, and all provisions pertaining thereto shall be strictly construed.

25. WAIVER OF JURY TRIAL. MORTGAGOR AND THE LENDER (BY ACCEPTANCE HEREOF), HAVING BEEN GIVEN THE OPPORTUNITY TO BE REPRESENTED BY COUNSEL EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE

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OR DEFEND ANY RIGHTS (A) UNDER THIS MORTGAGE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS MORTGAGE OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. MORTGAGOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

26. Complete Agreement. This Mortgage, the Note, and the other Loan Documents constitute the complete agreement between the parties with respect to the subject matter hereof and the Loan Documents may not be modified, altered or amended except by an agreement in writing signed by both Mortgagor and the Lender.

27. Indemnity. Mortgagor hereby covenants and agrees that no liability shall be asserted or enforced against the Lender in the exercise of the rights and powers granted to the Lender in this Mortgage, and Mortgagor hereby expressly waives and releases any such liability, except to the extent resulting from the gross negligence or willful misconduct of the Lender. Mortgagor shall indemnify and save the Lender harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses, including reasonable attorneys' fees and court costs (collectively, "Claims"), of whatever kind or nature which may be imposed on, incurred by or asserted against the Lender at any time by any third party which relate to or arise from: (a) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which the Lender may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; (b) the offer for sale or sale of all or any portion of the Property; and (c) the ownership, leasing, use, operation or maintenance of the Property, if such Claims relate to or arise from actions taken prior to the surrender of possession of the Property to the Lender in accordance with the terms of this Mortgage; provided, however, that Mortgagor shall not be obligated to indemnify or hold the Lender harmless from and against any Claims directly arising from the gross negligence or willful misconduct of the Lender. All costs provided for herein and paid for by the Lender shall be so much additional indebtedness and shall become immediately due and payable upon demand by the Lender and with interest thereon from the date incurred by the Lender until paid at the default rate, if any.

28. Security Agreement. With respect to the fixtures hereinabove described, this Mortgage shall constitute a security agreement between Mortgagor, as debtor, and Lender, as secured party, and, cumulative of all other rights of Lender hereunder, Lender shall have all of the rights conferred upon secured parties by the UCC. Further, Mortgagor and Lender agree that this Mortgage, when recorded, shall be effective as a financing statement perfecting Lender's security interest in the fixtures described in this Mortgage. The address of Mortgagor as set forth above is the mailing address for Mortgagor, as debtor, for purposes of the Uniform Commercial Code of Illinois (the "IL UCC") and the

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address of the Lender set forth above is the address of the Lender as secured party, from which information concerning Lender's security interest granted herein can be obtained as required under the IL UCC. The correct and complete legal name of Mortgagor is set forth in the preamble hereto, and Mortgagor's organization identification number is: N/A. Mortgagor agrees to pay Lender's charge to the maximum amount permitted by law, for any statement by the Lender regarding the obligations secured by this Mortgage requested by Mortgagor or on behalf of Mortgagor. On demand, Mortgagor will promptly pay all costs and expenses of filing statements, continuation statements, partial releases, and termination statements deemed necessary or appropriate by Lender to establish and maintain the validity and priority of the security interest of Lender, or any modification thereof, and all costs and expenses of any searches reasonably required by Lender, Lender may exercise any or all of the remedies of a secured party available to it under the IL UCC with respect to such property and it is expressly agreed in accordance with the provisions of the IL UCC, five (5) days notice by Lender to Mortgagor shall be deemed to be reasonable notice under any provision of the IL UCC requiring such notice; provided, however, that Lender may at its option dispose of the collateral in accordance with the Lender's rights and remedies in respect to the real property pursuant to the provisions of this Mortgage, in lieu of proceeding under the IL UCC.

29. Environmental Certifications and Indemnification. Mortgagor hereby certifies:

(a) At the time the Loan was made, Mortgagor was in compliance with all local, state and federal environmental laws and regulations pertaining to reporting or clean-up of any hazardous substance, hazardous waste, petroleum product or any other pollutant regulated by state or federal law as hazardous to the environment ("Contaminant"), and regarding any permits needed for the creation, storage, transportation or disposal of any Contaminant;

(b) Mortgagor will continue to comply with these laws and regulations;

(c) Mortgagor has no knowledge of the actual or potential existence of any Contaminant that exists on, at or under the Property, including groundwater;

(d) Until full repayment of the Loan, Mortgagor will promptly notify Lender if he knows or suspects that there has been, or may have been, a release of a Contaminant in, at or under the Property; including groundwater, or if Mortgagor or such Property or subject to any investigation or enforcement action by any federal, state or local environmental agency ("Agency") pertaining to any Contaminant on, at or under the Property, including groundwater; and

(e) As to any Property owned by Mortgagor, Mortgagor indemnifies, and agrees to defend and hold harmless, Lender, and any assigns or successors in interest which take title to the Property, from and against all liabilities, damages, fees, penalties or losses arising out of any demand, claim or suit by any Agency or any other party relating to any Contaminant found, on, at or under the Property, including groundwater, regardless of whether such Contaminant resulted from Mortgagor's use of the Property.

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30. Acceleration; Remedies. Lender shall give notice to Mortgagor prior to acceleration following Mortgagor's breach of any covenant or agreement in this Mortgage (but not prior to acceleration following an Event of Default under Section 12(b) 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 thirty (30) days from the date the notice is given to Mortgagor, by which the Event of 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) Mortgagor's 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 Mortgagor to acceleration and foreclosure; and any other disclosure required under applicable law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 30, including, but not limited to, attorney's fees and costs of title permitted by Rules of Court.

31. Illinois Collateral Protection Act. The following notice is provided pursuant to the Illinois Collateral Protection Act, 815 ILCS 180/10(3), et seq., as amended from time to time. As used herein, "you" means Mortgagor and "us" means Lender: Unless you provide evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges we 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 your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

32. Illinois Mortgage Foreclosure Law. Lender may proceed to protect and enforce its rights (i) by an 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 suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the decree of sale, all expenditures and expenses authorized by the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101, et seq., as amended from time to time (the "Act") and all other expenditures and expenses that Mortgagor incurs for reasonable attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's 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

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examinations, title insurance policies, and similar data and assurance with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Property. Expenditures and expenses described above and other expenses and fees Lender incurs in protecting the Property and rents and income therefrom and maintaining the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceedings affecting this Mortgage or the Property, including bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, constitute additional Indebtedness, immediately due and payable by Mortgagor, with interest thereon at the default rate, as may apply in the Note.

33. Compliance with Illinois Mortgage Foreclosure Law. If any provision in this Mortgage is inconsistent with the Act, the Act takes precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

If any provision of this Mortgage grants to Lender a right or remedy upon an Event of Default that is more limited than the rights vested in Lender under the Act, Lender shall be vested with the rights granted in the Act to the full extent permitted by law.

Without limiting the generality of the foregoing, expenses Lender incurs to the extent reimbursable under Sections 5/15-1510 and 5/15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the Indebtedness or by the judgment of foreclosure.

34. Protective Advances. Advances, disbursements and expenditures Lender makes before and during a foreclosure, and before and after judgment of foreclosure, and before sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Act (collectively "Protective Advances"), have the benefit of the provisions of the Act, including the following:

(a) all advances by Lender in accordance with the terms of this Mortgage to: (i) preserve or maintain, repair, restore or rebuild the improvements upon the Property; (ii) preserve the lien of this Mortgage or the priority thereof; or (iii) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 5/15-1302 of the Act;

(b) payments by Lender of: (i) when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (ii) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the mortgaged real estate or any part thereof; (iii) other obligations authorized by this Mortgage; or (iv) with court approval, any other amounts in connection with other liens,

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encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the Act;

(c) advances by Lender in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(d) reasonable attorneys' fees and other costs incurred: (i) in connection with the foreclosure of this Mortgage as referred to in Section 5/1504 (d)(2) and 5/15-1510 of the Act; (ii) in connection with any action, suit or proceeding brought by or against Lender for the enforcement of this Mortgage or arising from the interest of Lender hereunder; or (iii) in the preparation for the commencement or defense of any such foreclosure or other action;

(e) Lender's fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 5/15-1508 of the Act;

(f) advances of any amount required to make up a deficiency in deposits for installments of taxes and assessments and insurance premiums as may be authorized by this Mortgage;

(g) expenses deductible from proceeds of sale as referred to in Subsections (a) and (b) of Section 5/15-1512 of the Act;

(h) expenses incurred and expenditures made by Lender for any one or more of the following: (i) premiums for casualty and liability insurance paid by Lender whether or not Lender or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Property imposed by Subsection (c)(1) of Section 5/15-1704 of the Act; (ii) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (iii) payments required or deemed by Lender to be for the benefit of the Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Property; (iv) shared or common expense assessments payable to any association or corporation in which the owner of the Property is a member in any way affecting the Property; (v) pursuant to any lease or other agreement for occupancy of the Property.

Protective Advances constitute additional Indebtedness, immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Rate.

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This Mortgage constitutes a lien for Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(10) of Section 5/15-1302 of the Act.

Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

(i) determination of the amount of indebtedness secured by this Mortgage;

(ii) the indebtedness found due and owing to Lender in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(iii) determination of amounts deductible from sale proceeds pursuant to Section 5/15-1512 of the Act;

(iv) application of income in the hands of any receiver or Lender in possession; and

(v) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 5/15-1508 and Section 5/15-1511 of the Act.

35. Reserved.

36. Maximum Secured by Mortgage. The total principal amount of the Indebtedness secured by this Mortgage shall not in any event exceed One Million and 00/100 Dollars (\$1,000,000).

37. Release. Upon payment of all sums secured by this Mortgage, Lender shall cancel the Mortgage. Mortgagor shall pay any recordation costs. Lender may charge Mortgagor a fee for releasing this Mortgage, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

38. No Claim of Credit for Taxes. Mortgagor will not make deduction from or claim credit on the principal or interest secured by this Mortgage by reason of any governmental taxes, assessments or charges. Mortgagor will not claim any deduction from the taxable value of the Property by reason of this Mortgage.

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REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Mortgagor and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over the lien of this Mortgage to give notice to Lender at Lender's address set forth on the first page of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

[Signature page follows.]

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

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

By: William Rezner
WILLIAM REZNER, individually

By: Monica Munoz
MONICA MUNOZ, individually

Property of Cook County Clerk's Office

ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

The undersigned, a Notary Public for the aforementioned County and State, does hereby certify that **WILLIAM REZNER** and **MONICA MUNOZ**, husband and wife, each personally known to me, appeared before me ~~this day~~ and acknowledged the execution of the foregoing instrument as their own free and voluntary acts for the uses and purposes set forth therein.

WITNESS my hand and official stamp or seal, this 8 day of August, 2017.

Stephen A. Komonytsky
Notary Public

My Commission Expires: 5/25/20



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EXHIBIT A

LEGAL DESCRIPTION

LOT 8 AND THE WEST 35 FEET OF LOT 7 IN COUNTRY CLUB LANE SUBDIVISION, A SUBDIVISION OF LOTS 1 AND 2 IN THE SUPERIOR COURT PARTITION OF THE NORTH 14 ACRES OF THE SOUTH 34 ACRES OF THAT PART OF THE NORTHEAST QUARTER LYING EAST OF DESPLAINES RIVER OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 15-26-204-051-0000

COMMON ADDRESS: 8028 COUNTRY CLUB LANE, NORTH RIVERSIDE, IL 60546