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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud

844-768-1713

717947 12/



1803122041

Doc# 1803122041 Fee \$50.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/31/2018 01:59 PM PG: 1 OF 7

The property identified as: **PIN:** 18-01-106-023-0000

Citywide Title Corporation
850 W. Jackson Blvd., Ste. 320
Chicago, IL 60607

Address:

Street: 4001 GAGE AVENUE

Street line 2:

City: LYONS

State: IL

ZIP Code: 60534

Lender: KATHERINE METZ, LORELEI T. MALMBORG, MARK R. METZ, JOHANNA M. METZ, CHRSTIAN H. METZ
and MARGARET M. COLBERT

Borrower: EDWARD J. METZ, JR.

Loan / Mortgage Amount: \$41,656.78

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

Certificate number: 479BCE60-9C76-4AB2-8D2B-5FB5FDC05906

Execution date: 1/10/2018

A handwritten signature in black ink, appearing to be "CB".

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717947

MORTGAGE (ILLINOIS)

Above Space for Recorder's use only

THIS AGREEMENT, made January 17, 2018, between EDWARD J. METZ, JR., a divorced person, not since remarried, residing at 4001 Gage Avenue, Lyons, Illinois, herein referred to as "**Mortgagor**" on the one hand, and KATHERINE METZ, LORELEI T. MALMBORG, MARK R. METZ, JOHANNA M. METZ, CHRISTIAN H. METZ AND MARGARET M. METZ COLBERT, herein referred to as "**Mortgagees**" on the other, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagees upon the Note of even date herewith, in the principal sum of FORTY ONE THOUSAND SIX HUNDRED FIFTY SIX DOLLARS AND 78/100 DOLLARS (\$41656.78), payable to the order of and delivered to the Mortgagees, in and by which Note the Mortgagor promises to pay the said principal sum and in installments as provided in said Note, with a final payment of the balance due on the 1st day of August, 2022, and all of said principal is made payable at such place as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagees: _____.

NOW, THEREFORE, the Mortgagor, to secure the payment of the said principal sum of money in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagees, and the Mortgagees' successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Lyons, County of Cook, in the State of Illinois, to wit:

LEGAL DESCRIPTION:

PARCEL 1:

LOT 1 IN METZ SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 150 FEET OF THE NORTH 311.96 FEET OF THE WEST 175 FEET OF THAT PART OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 1, TOWNSHIP 38, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ADJOINING THE EAST LINE OF THE ALLEY EAST OF AND ADJOINING LOTS 30 TO 39 BOTH INCLUSIVE IN THE SUBDIVISION BY DAVID A. GAGE RECORDED SEPTEMBER 15, 1868 IN BOOK 167 OF MAPS PAGE 99 AND SOUTH OF THE NORTH LINE EXTENDED EAST OF THE ALLEY NORTH OF AND ADJOINING LOT 39 IN GAGE'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

With the property hereinafter described, is referred to herein as the "**Premises,**"

PERMANENT INDEX NO.: 18-01-106-023-0000

Commonly known as **4001 Gage Avenue, Lyons, Illinois 60534**

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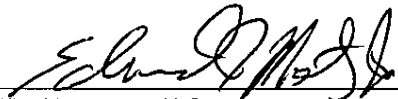
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagees, and the Mortgagees' successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor do hereby expressly release and waive.

The name of a record owner is: EDWARD J. METZ, JR.

This mortgage consists of 5 pages. The covenants, conditions and provisions appearing on pages 3 to 5 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagor, its heirs, successors and assigns.


Witness the hand . . . and seal . . . of Mortgagor the day and year first above written:

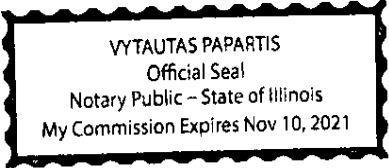

EDWARD J. METZ, JR.

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 EDWARD J. METZ, JR., 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 to me that he signed and delivered the said instrument as his own 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 and Notarial Seal this 10 day of January, 2018


NOTARY PUBLIC



My Commission Expires:
11-10-21

This instrument was prepared by Fornaro Law, 1022 South La Grange Road, La Grange, IL60525

Mail this instrument to Fornaro Law, 1022 South La Grange Road, La Grange, IL60525

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

1. Mortgagor warrants title to the premises and covenants with Mortgagees that Mortgagor is the true and lawful owner of the Premises and is well seized of the same in fee simple and has good right and full power to grant and mortgage the same, and that the Premises are free and clear of all encumbrances, except only restrictions and easements of record, taxes and assessments not yet due or delinquent, and such other matters as are herein above following the legal description of said premises expressly set forth; and Mortgagor further covenants that Mortgagor will warrant and defend the same against all lawful claims of all persons except as herein above provided.

2. Mortgagor warrants and represents that it has, at its sole cost and expense, and not from any proceeds of the indebtedness secured by this mortgage, contributed all sums necessary to pay for all costs associated with acquisition of the Premises, and that all such costs are paid in full.

3. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (2) 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; (3) 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 Mortgagees; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (5) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (6) make no material alterations in said Premises except as required by law or municipal ordinance.

4. 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 Mortgagees 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.

5. 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 Mortgagees 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 Mortgagees' interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, Mortgagor, upon demand by Mortgagees, shall pay such taxes or assessments, or reimburse Mortgagees therefor; provided, however, that if, in the opinion of counsel for Mortgagees, (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, Mortgagees 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.

6. 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, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to hold harmless and agrees to indemnify Mortgagees, and Mortgagees' successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note secured hereby.

7. At such time as Mortgagor is not in default either under the terms of the Note secured hereby or under the terms of this mortgage, 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.

8. 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 Mortgagees, under insurance policies payable, in case of loss or damage, to Mortgagees, 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 Mortgagees, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

9. If the Premises or any part thereof shall be condemned and taken under the power of eminent domain, or if any award for any change or grade of streets affecting the Premises shall be made, all damages and awards for the property so taken or damaged

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shall be paid to the holder of this mortgage, to the amount then unpaid on the indebtedness hereby secured, without regard to whether or not the balance remaining unpaid on the indebtedness may then be due and payable; and the amount so paid shall be credited against the indebtedness and, if insufficient to pay the entire amount thereof, may, at the option of the holder, be applied to the last maturing installments, and the balance of such damages and awards, if any, shall be paid to Mortgagor. The holder of this mortgage is hereby given full power, right, and authority to receive and receipt for any and all such damages and awards.

10. If Mortgagor or any obligor on the Note secured hereby (1) files a voluntary petition in bankruptcy under the Bankruptcy Code of the United States, or (2) is adjudicated a bankrupt under said act, or (3) is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency, or (4) makes a general assignment for the benefit of creditors, then and on the occurrence of any of said conditions, at the option of Mortgagees, the entire balance of the principal amount secured hereby, together with all accrued interest, shall immediately become due and payable.

11. Mortgagor shall comply with all statutes, ordinances, and governmental requirements affecting the Premises, and if Mortgagor neglects, or refuses to so comply and such failure or refusal continues for a period of thirty days, then, at the option of Mortgagees, the entire balance of the principal amount secured hereby, together with all accrued interest, will immediately become due and payable.

12. In case of default therein, Mortgagees 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 or 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 Mortgagees 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 Mortgagees shall never be considered as a waiver of any right accruing to Mortgagees on account of any default hereunder on the part of Mortgagor.

13. Mortgagees 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.

14. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Mortgagees 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.

15. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagees 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 Mortgagees 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 Mortgagees 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 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 Mortgagees in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which Mortgagees 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.

16. 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 preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that

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evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overage to Mortgagor, their heirs, legal representatives or assigns, as their rights may appear.

17. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint 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 then value of the Premises or whether the same shall be then occupied as a homestead or not, and Mortgagees may be appointed as such receiver. Such receiver shall have 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 in 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 (1) 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 foreclosure sale; (2) the deficiency in case of a sale and deficiency.

18. 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 same in an action at law upon the Note hereby secured.

19. Mortgagees shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

20. Mortgagor shall periodically deposit with Mortgagees such sums as Mortgagees may reasonably require for payment of taxes and assessments on the Premises. No such deposit shall bear any interest.

21. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all 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 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 Mortgagees, notwithstanding such extension, variation or release.

22. Mortgagees 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 Mortgagees for the execution of such release. Mortgagor further covenant and promise that they shall pay all of Mortgagees' expenses and attorneys' fees associated with the release of this mortgage as well as the release of any other mortgages, guaranties or instruments given as security for the indebtedness evidenced by the Note.

23. 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 "Mortgagees" when used herein shall include the successors and assigns of the Mortgagees named herein and the holder or holders, from time to time, of the Note secured hereby.

24. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Interest discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable by Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, 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 Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by the Lender: (a) cash (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument 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 Section 18.

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EXHIBIT A

LOT 1 IN METZ SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 150 FEET OF THE NORTH 311.96 FEET OF THE WEST 175 FEET OF THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 38, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ADJOINING THE EAST LINE OF THE ALLEY EAST OF AND ADJOINING LOTS 30 TO 39 BOTH INCLUSIVE IN THE SUBDIVISION BY DAVID A. GAGE RECORDED SEPTEMBER 15, 1868 IN BOOK 167 OF MAPS PAGE 99 AND SOUTH OF THE NORTH LINE EXTENDED EAST OF THE ALLEY NORTH OF AND ADJOINING LOT 39 IN GAGE'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

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