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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



Doc# 1803245077 Fee \$50.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/01/2018 02:30 PM PG: 1 OF 7

The property identified as: **PIN:** 16-20-204-005-0000

Address:

Street: 5735 W. Roosevelt Road

Street line 2:

City: Cicero

State: IL

ZIP Code: 60804

Lender: William Colaianni

Borrower: 5737 West Roosevelt Road LLC

Loan / Mortgage Amount: \$100,000.00

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: 4A2AE8FB-F664-46B8-B34F-FD704F73BB47

Execution date: 1/30/2018

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This document prepared by
and after recording return to:

Steven Scholl, Esq.
Latimer LeVay Fyock
55 W. Monroe, Suite 1100
Chicago, IL 60603

Property of

COOK COUNTY

JUNIOR MORTGAGE

THIS JUNIOR MORTGAGE ("Mortgage"), made as of January 26, 2018, by and between 5737 WEST ROOSEVELT ROAD LLC, an Illinois limited liability company, with a place of business located at 5737 W. Roosevelt Road, Cicero, IL 60804 ("Mortgagor") and WILLIAM COLAIANNI, whose address is 16420 N Thompson Peak Parkway, Unit 1103, Scottsdale, AZ 85260 (the "Lender");

WITNESSETH THAT:

This Mortgage secures to Lender the repayment of the debt and obligations of the Mortgagor evidenced by that certain Guaranty executed by Mortgagor in favor of Lender of even date herewith ("Guaranty") which guarantees payment of that certain Promissory Note and Agreement (the "Note") executed by 5735 West Roosevelt Road, LLC, an Illinois limited liability company, in which the Mortgagor secures the Guaranty by granting Lender this Mortgage on the Mortgaged Property (defined below). The Note matures on January 26, 2021 in the original sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) with interest, and all renewals, extensions and modifications of same.

NOW, THEREFORE, Mortgagor, in order to secure to Lender the repayment of the indebtedness evidenced by the Guaranty and the Note, including principal, interest, and all other amounts due thereunder and herein and the performance of the covenants and agreements contained herein and in the Guaranty and Note and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign, convey, confirm and mortgage unto Lender, its successors and assigns the property located at 5735 W. Roosevelt Road, Cicero, Illinois 60804, which property is legally described in Exhibit A attached hereto and made a part hereof; together with all buildings, structures and other improvements and chattels of every nature now on said land or that may hereafter be erected or placed thereon or used and incorporated into the construction thereof, all present and future air, mineral, oil and gas rights and interests relating thereto, all shrubbery and trees now growing or that hereafter may be planted or grown thereon; all crops and/or produce of any kind now growing or that may be hereafter growing, grown or produced upon said land or any part thereof, and all

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and singular ways, present and future easements and other rights, and all present and future tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including but not limited to all present and future sewer rights, development rights or credits, surface and underground water, water rights and powers; all present and future rights in any abutting public or private streets and alleys and in any submerged lands adjacent thereto (hereinafter referred to as the "Mortgaged Property");

To have and to hold the above described Mortgaged Property and interests in the Mortgaged Property unto Lender, its successors and assigns, forever;

Provided always, that upon full payment of the Note secured hereby, or extensions or renewals thereof, in whole or in part, and payment in full of all other "Liabilities", as hereinafter defined, and secured hereby, and the faithful and prompt performance of the "Obligations", as hereinafter defined, then the lien of this Mortgage shall be released by Lender at the cost of Mortgagor but shall otherwise remain in full force and effect.

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 covering, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be 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 their successors or assigns shall be considered as constituting part of the real estate.

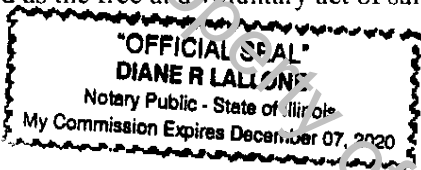
TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits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

This Mortgage is a Junior Mortgage, the lien of which is junior, subject and subordinate to the lien of those certain liens defined as the "Senior Mortgage" in Exhibit "B" held by any party designated as a "Senior Mortgagee" in Exhibit "B". For purposes hereof, a "Senior Mortgage" shall include any lien placed on the Mortgaged Property after the date of this Mortgage of any mortgagee in connection with any refinance of the Senior Mortgage not to exceed the amount of the original Senior Mortgage indebtedness. For clarity, this Mortgage shall not be junior and/or subordinate to any refinanced or additional mortgages or liens in excess of the original principal loan amount of the Senior Mortgage set forth in Exhibit "B". Mortgagor covenants and agrees that it shall well and truly perform and discharge each and all of the obligations of the conditions of any Senior Mortgage and all other documents relating thereto, and that a default or the occurrence of an event of default under any Senior Mortgage which remains uncured after any permitted grace or cure period shall constitute an event of default hereunder, in consequence whereof Lender may avail itself of any or all of the rights or remedies reserved herein or allowed or permitted by law or in equity as in such case made and provided. Notwithstanding anything herein to the contrary, all rights of Lender under this Junior Mortgage in the Mortgaged Property only are subject to the rights of any Senior Mortgagee under any Senior Mortgage. In the event the provisions hereof conflict or are inconsistent with provisions of any Senior Mortgage such that Mortgagor is unable to fully comply with any provisions hereof, e.g. as to payment of taxes installments or delivery of insurance policies, Mortgagor shall not be in default hereunder so long as Mortgagor continues to comply with the Senior Mortgage; provided, however, that upon payment in full of the liens secured by any Senior Mortgage such provisions hereunder are complied with by the Mortgagor.

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STATE OF Illinois)
 COUNTY OF Cook) SS

I, Diane R. Lallone, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on January 26, 2018, Peter Evangelou, not personally, by as Manager of 5737 West Roosevelt Road LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.



Diane R. Lallone
 Notary Public

(SEAL)

Notary Public of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

LOT 4 IN BLOCK 4 IN BORDEN'S ADDITION TO WARREN PARK, A SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ (EXCEPT THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$) OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 5735 W. Roosevelt Road, Cicero, IL 60804

PIN: 1620-204-005-0000

Property of Cook County Clerk's Office

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EXHIBIT B

SENIOR MORTGAGES

1. Mortgage dated December 29, 2016 by and between 5737 West Roosevelt Road LLC and First Midwest Bank recorded with the Cook County recorder of Deeds on January 3, 2017 as Document No. 1700319191.
2. Assignment of Rents and Leases dated December 29, 2016 by and between 5737 West Roosevelt Road LLC and First Midwest Bank recorded with the Cook County recorder of Deeds on January 3, 2017 as Document No. 170031919.

Property of Cook County Clerk's Office