



1804662000

Doc# 1804662000 Fee \$52.25

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

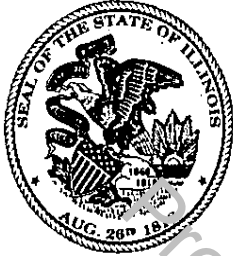
KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/15/2018 10:41 AM PG: 1 OF 7

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: PIN: 14-28-114-015-0000

Address:

Street: 2837 N. Halsted St., Unit 3N

Street line 2:

City: Chicago

State: IL

ZIP Code: 60657

Lender: Honigman Miller Schwartz and Cohn LLP

Borrower: Anand C. Mathew and Raina Gupta

Loan / Mortgage Amount: \$50,000.00

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: 191FC761-6DA1-432D-86FA-1C3BF2768E79

Execution date: 1/31/2018

SEARCHED	y
SERIALIZED	7
INDEXED	N
FILED	y
COPIED	y
RECORDED	N
INT	y, w

UNOFFICIAL COPY

Prepared by, and when recorded
Return to:
Jonathan C. Block, Esq.
Honigman Miller Schwartz and Cohn LLP
39400 Woodward Avenue
Suite 101
Bloomfield Hills, MI 48304-5151

SECOND MORTGAGE

THIS SECOND MORTGAGE (this "**Mortgage**") is made this January 26, 2017, between the mortgagors, ANAND C. MATHEW and RAINA GUPTA, husband and wife (collectively, "**Mortgagor**"), whose address is 2837 N. Halsted St., Unit 3N, Chicago, Illinois 60657, and mortgagee, HONIGMAN MILLER SCHWARTZ AND COHN LLP ("**Mortgagee**"), a limited liability partnership organized and existing under the laws of Michigan, the address of which is 2290 First National Building, Detroit, Michigan 48226.

Mortgagor is borrowing Fifty Thousand and 00/100 Dollars (\$50,000.00) from Mortgagee (the "**Loan**"), and the Loan is evidenced by, and is to be repaid as provided in, a Demand Promissory Note dated January 26, 2017.

As used herein, "the Note" means and includes such Demand Promissory Note and any new, amended or other promissory note that evidences the Loan.

TO SECURE to Mortgagee the payment of the indebtedness evidenced by the Note, and the performance of the covenants and agreements of Mortgagor contained in the Note and in this Mortgage, Mortgagor does hereby mortgage and warrant to Mortgagee, with power of sale, the following described property located in the City of Chicago, County of Cook, State of Illinois:

See Exhibit A attached hereto and made a part hereof by reference

Street Address: 2837 N. Halsted St., Unit 3N, Chicago, IL 60657
Permanent Real Estate Index No: 14-28-114-015-0000

TOGETHER with all of the improvements now or hereafter erected on such property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with such property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "**Property**."

UNOFFICIAL COPY

Mortgagor represents, warrants and covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, warrant, grant and convey the Property, and that the Property is unencumbered, except for encumbrances that are of record on the date hereof. Mortgagor warrants, and Mortgagor covenants that it will defend generally, the title to the Property against all claims and demands, subject to encumbrances that are of record on the date hereof.

MORTGAGOR AND MORTGAGEE covenant and agree as follows:

1. **Payment of Amounts Payable Under the Note.** Mortgagor shall promptly pay the principal sum evidenced by, and any and all other amounts payable under, the Note when due as provided therein.

2. **Prior Mortgages and Deeds of Trust; Charges; Liens.** This Mortgage is subordinate to a first mortgage, and any extension, renewal or assignment thereof, granted to PERL Mortgage, Inc., its successors and/or assignees, and dated on or about January 27, 2017. Mortgagor shall perform all of Mortgagor's obligations under such first mortgage, and under any other mortgage, deed of trust or security agreement with a lien which has priority over this Mortgage, including Mortgagor's obligations to make payments when due. Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, and all fines and impositions, attributable to the Property which may attain a priority over this Mortgage, and shall make all leasehold payments and pay all ground rents, if any.

3. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and all constituent and related documents.

4. **Protection of Mortgagee's Security.** If Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which, in Mortgagee's judgment, may materially adversely affect Mortgagee's interest in the Property, then Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys fees, and take such actions as are necessary to protect Mortgagee's interest.

Any amounts disbursed by Mortgagee pursuant to this paragraph 4 shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree in writing to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof. Nothing contained in this paragraph 4 shall require Mortgagee to incur any expense, make any expenditure or take any action hereunder.

UNOFFICIAL COPY

5. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

6. **Mortgagor Not Released: Forbearance By Mortgagee Not a Waiver.** Any extension of the time for payment, or modification of amortization, of sums secured by this Mortgage granted by Mortgagee to Mortgagor or to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of Mortgagor or Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against Mortgagor or such a successor, or to extend the time for payment, or otherwise modify amortization, of the sums secured by this Mortgage, nor shall Mortgagee be required to refrain from taking any of such actions, by reason of any demand made by Mortgagor or Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the future exercise of any such right or remedy or the exercise of any other right or remedy.

7. **Successors and Assigns Bound, Joint and Several Liability.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor. All covenants and agreements of Mortgagor shall be joint and several.

8. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice given by Mortgagee to Mortgagor pursuant to the terms of this Mortgage, or relating to this Mortgage or to the Loan, shall be in writing and shall be effectively given for all purposes, regardless of when or whether it is actually received, (i) on the day it is personally delivered to Mortgagor's address, (ii) on the first business day after the day on which it is sent by Federal Express or another nationally recognized expedited delivery service to Mortgagor's address, or (iii) on the second business day after the date on which it is sent by first class mail, postage and charges prepaid, to Mortgagor's address, and (b) any notice given by Mortgagor to Mortgagee pursuant to the terms of this Mortgage, or relating to this Mortgage or the Loan, shall be in writing, shall be sent by certified mail, return receipt requested, and shall be effectively given for all purposes on the day that it is received by Mortgagee. Mortgagor's address is the Property address or such other address as Mortgagor shall designate in a written notice given to Mortgagee in a manner provided in this Paragraph 8. Mortgagee's address is its address stated in this Mortgage or such other address as Mortgagee shall designate in a written notice sent to Mortgagor.

9. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. 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, and to this end the provisions of this Mortgage and the Note are declared to be severable.

UNOFFICIAL COPY

10. **Mortgagor's Copy.** Mortgagor shall be furnished with a conformed copy of the Note and this Mortgage at the time of execution or after recording hereof.

11. **Remedies.** Upon Mortgagor's breach of any covenant or agreement of Mortgagor in the Note or in this Mortgage, including the covenant to pay on demand any sums evidenced by the Note and secured by this Mortgage, Mortgagee shall give notice to Mortgagor, in any manner provided in Paragraph 8 hereof, specifying: (a) the breach, (b) the action required to cure the breach, (c) a date, not less than 10 days from the date the notice is given to Mortgagor, by which the breach must be cured, and (d) that failure to cure the breach on or before the date specified in the notice may result in sale of the Property. The notice shall further inform Mortgagor of the right to bring a court action to assert the nonexistence of a default or to assert any other defense of Mortgagor to the sale. If the breach is not cured on or before the date specified in the notice, Mortgagee, at Mortgagee's option, may invoke the power of sale hereby granted and may exercise any and all other remedies permitted by applicable law. Mortgagee shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Paragraph 11, including but not limited to, reasonable attorneys' fees. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

If Mortgagee invokes the power of sale, Mortgagee shall send a copy of a notice of sale to Mortgagor in any manner provided in Paragraph 8 hereof. Mortgagee shall publish and post the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Mortgagee or Mortgagee's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorneys' fees, (b) to all sums secured by this Mortgage, and (c) the excess, if any, to the person or persons legally entitled thereto.

12. **Mortgagor's Right to Reinstate.** Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued if Mortgagor pays Mortgagee all sums due under this Mortgage and the Note before the earlier to occur of (a) the fifth day before the sale of the Property pursuant to the power of sale contained in this Mortgage, or (b) the entry of a judgment enforcing this Mortgage.

13. **Release.** Upon payment of all sums secured by this Mortgage, Mortgagee shall promptly prepare and record a discharge of this Mortgage without charge to Mortgagor, and shall pay the fee for recording the discharge.


[Signatures and Acknowledgments on Following Pages]

UNOFFICIAL COPY

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

MORTGAGOR:



ANAND C. MATHEW


RAINA GUPTA

STATE OF ILLINOIS)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me in COOK County, Illinois on January 26, 2017 by ANAND C. MATHEW.

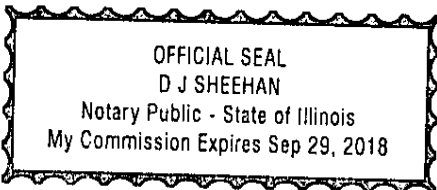



[Print Name] Esther Leung
Notary Public, COOK County, Illinois
Serial Number, if Any: _____

STATE OF ILLINOIS)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me in COOK County, Illinois on January 27, 2017 by RAINA GUPTA.

[SEAL]



D J SHEEHAN
[Print Name] _____
Notary Public, COOK County, Illinois
Serial Number, if Any: _____

UNOFFICIAL COPY

Exhibit A

Legal Description

Parcel 1:

Unit Number 3N in 2837 North Halsted Condominium, as delineated on a survey of the following described real estate:

The South 111 feet of that part of Block 16 in Bickerdike and Steele's Subdivision in the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, lying between the East line of Halsted Street and a line 140 Feet east of said East line of Halsted Street and parallel therewith, all in Cook County, Illinois.

Which survey is attached to the Declaration of Condominium recorded as Document Number TBD, together with an undivided percentage interest in the common elements.

Parcel 2:

The exclusive right to use parking space number TBD, a limited common element, as delineated on the survey attached to the Declaration aforesaid as Document Number TBD.

Permanent Real Estate Index Number: 14-28-114-013-000

Address of Real Estate: 2837 N. Halsted Street, Unit 3N,
Chicago, Illinois 60657