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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1804744089

Doc# 1804744089 Fee \$52.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/16/2018 04:34 PM PG: 1 OF 8

The property identified as: **PIN:** 17-09-113-018-1212

Address:

Street: 700 N. Larrabee

Street line 2:

City: Chicago

State: IL

ZIP Code: 60654

Lender: Thomas P. Kapfer individually and as trustee of the Thomas P. Kapfer Trust dated 10-14-99 & Linda M. Kapfer individually and as trustee of the Linda M. Kapfer Trust dated 10-14-99

Borrower: Kurt T. Kapfer

Loan / Mortgage Amount: \$550,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

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D26/18

Certificate number: 055CEDD2-A5E8-42E1-9D0F-7910FFD89F72

Execution date: 1/29/2018

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AFTER RECORDING, MAIL TO:

Thomas A. Pasquesi
 Lesser Lutrey Pasquesi & Howe, LLP
 191 E. Deerpath Rd., Suite 300
 Lake Forest, IL 60045

Prepared By:

Thomas A. Pasquesi
 Lesser Lutrey Pasquesi & Howe, LLP
 191 E. Deerpath Rd., Suite 300
 Lake Forest, IL 60045

MORTGAGE

This indenture, made January 5, 2018, between Kurt T. Kapfer, individually, as herein referred to as "Mortgagor"; and Thomas P. Kapfer, individually, and as trustee of the Thomas P. Kapfer Trust dated October 14, 1999; and Linda M. Kapfer, his wife, individually, and as trustee of the Linda M. Kapfer Trust dated October 14, 1999, and each of their successors and assigns, herein referred to as "Mortgagee", witnesseth:

THAT, WHEREAS Mortgagor executed a Promissory Note, herein referred to as "the Note", with Mortgagee dated December 15, 2017 in the principal sum of \$550,000.00, in and by which the Mortgagor promises to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid as follows: equal annual installments over 30 years at 2.7% interest compounded annually. All such payments on account of the indebtedness evidenced by the Note to be first applied to interest on the unpaid principal balance and the remainder to principal; all of said principal and interest being made payable at 1000 Ashley Lane, Libertyville, Illinois 60048.

NOW, THEREFORE, Mortgagor, to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of the Note and this Mortgage, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Mortgagee, its successors and assigns, 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 said Mortgagor does hereby expressly release and waive, the following described real estate situated, lying and being in the City of Chicago, County of Cook and State of Illinois, to wit:

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PARCEL 1:

UNIT 2009 AND GARAGE UNIT GU-87 IN THE RIVER PLACE ON THE PARK CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 11 TO 17, BOTH INCLUSIVE, AND A PART OF LOTS 10 AND 18 IN BLOCK 81 LYING EAST AND ADJOINING THE EAST DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER AS NOW LOCATED IN RUSSELL, MATHER AND ROBERTS' SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER TOGETHER WITH LOTS 11 TO 17 BOTH INCLUSIVE AND A PART OF LOTS 10 AND 18 IN BLOCK 82 (EXCEPT THE EAST 30 FEET OF SAID LOTS USED AS ROBERTS STREET), IN RUSSELL, MATHER AND ROBERTS' SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER TOGETHER WITH THE STRIP OF LAND 66.00 FEET IN WIDTH LYING BETWEEN THE AFORESAID LOTS 11 TO 17 BOTH INCLUSIVE, AND A PART OF LOTS 10 TO 18 IN SAID BLOCK 81 AND SAID LOTS 11 TO 17, BOTH INCLUSIVE, AND A PART OF LOTS 10 TO 18 IN SAID BLOCK 82 WHICH STRIP, FORMERLY KNOWN AS ROBERTS STREET, CONSTITUTES ALL OF THE LAND LYING BETWEEN SAID LOTS IN BLOCK 81 AND SAID LOTS IN BLOCK 82, ALL IN SAID RUSSELL, MATHER AND ROBERTS SECOND ADDITION TO CHICAGO DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF NORTH LARRABEE STREET AND THE NORTH LINE OF WEST ERIE STREET; THENCE NORTH ALONG SAID WEST LINE OF NORTH LARRABEE STREET, A DISTANCE OF 206.14 FEET TO A POINT 85.18 FEET SOUTH OF INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTH LINE OF WEST HURON STREET AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH ALONG SAID WEST LINE OF NORTH LARRABEE STREET, A DISTANCE OF 335.68 FEET TO THE EASTERLY EXTENSION OF THE SOUTH FACE OF AN 8 STORY BUILDING; THENCE WEST ALONG SAID SOUTH FACE OF AN 8 STORY BRICK BUILDING AT AN ANGLE OF 89 DEGREES 58 MINUTES 55 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, A DISTANCE OF 218.31 FEET TO THE EASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH ALONG SAID EASTERLY DOCK LINE AT AN ANGLE OF 90 DEGREES 49 MINUTES 57 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, A DISTANCE OF 199.33 FEET; THENCE CONTINUING SOUTH ALONG SAID EASTERLY DOCK LINE AT AN ANGLE OF 178 DEGREES 42 MINUTES 26 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, A DISTANCE OF 38.27 FEET; THENCE CONTINUING SOUTH ALONG SAID EASTERLY DOCK LINE AT AN ANGLE OF 178 DEGREES 13 MINUTES 08 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, A DISTANCE OF 80.25 FEET; THENCE CONTINUING SOUTH ALONG SAID EASTERLY DOCK LINE AT AN ANGLE OF 178 DEGREES 24 MINUTES 51 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, A DISTANCE OF 15.55 FEET; THENCE EAST AT AN ANGLE OF 94 DEGREES 27 MINUTES 47 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, A DISTANCE OF 216.63 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS. EXCEPTING THEREFROM THE NORTH 185 FEET THEREOF

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WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0621931005, AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S-214, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0621931005, AS AMENDED FROM TIME TO TIME.

Common Address: 700 N. Larrabee, Chicago, IL 60654

P.I.N.: 17-09-113-018-1212; 17-09-113-018-1305

which, with the property hereinafter described, is referred to herein as the "Premises",

Together with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power and ventilation.

To have and to hold the Premises unto the said Mortgagee, its successors and assigns, forever, for the purposes, and upon the uses herein set forth.

It is further understood and agreed that:

1. Until the indebtedness aforesaid shall be fully paid, the Mortgagor, its successors or assigns shall: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep said Premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (e) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (f) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due; and (g) keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire and other casualties usually included in an extended coverage endorsement under policies providing for payment by the insurance companies of monies 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 the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the Mortgagee, such rights to be evidenced by the

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standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to Mortgagee, and in case of insurance about to expire, to deliver renewal policies not less than 10 days prior to the respective dates of expiration.

Subject to applicable law, Mortgagee shall have the option of requiring that Mortgagor pay to Mortgagee, or as Mortgagee reasonably directs, on the day monthly payments are due under the Note, a sum, which in the aggregate is reasonably estimated by Mortgagee as necessary to pay yearly real estate taxes on the Premises and yearly hazard property insurance premiums when due. If the amounts paid by Mortgagor pursuant to this paragraph are insufficient to pay the taxes and insurance premiums when due, Mortgagor shall pay such additional sums as are necessary upon demand of the Mortgagee. If the amounts paid by Mortgagor pursuant to this paragraph are under the sole control of the Mortgagee, Mortgagee shall make the necessary payments for taxes and insurance on or before their due dates.

2. At the option of the Mortgagee, its successors or assigns, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Loan Agreement or in this Mortgage to the contrary, become due and payable: (a) 10 days after the due date in the case of default in making payment of any payment of principal or installment of interest on the Loan Agreement, or (b) in the event of the failure of Mortgagor or its successors or assigns to do any of the things specifically set forth in paragraph 1 hereof or in the Note and such default shall continue for 30 days after written notice and failure to cure.

3. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee 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 Mortgagee 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, guarantee policies, and similar data and assurances with respect to title as Mortgagee 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.

4. 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 evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid

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on the Note and fourth, any overplus to Mortgagor, its legal representatives or assigns, as their rights may appear.

5. Upon or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of said Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder 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, its successors or assigns, 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: (a) 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; and (b) the deficiency in case of a sale and deficiency.

6. And as additional security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

7. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

8. In case of default, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, 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

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interest thereon at the rate of nine per cent per annum. Inaction of Mortgagee shall never be considered as a waiver of any right accruing on account of any default hereunder on the part of Mortgagor.

9. If all or any part of the premises or any interest in it is sold or transferred without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage.

If Mortgagee exercises this option, it shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

10. The Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid.

11. Notices. Any notice, request, demand, approval or consent given or required to be given under this Mortgage, shall, except as otherwise specifically provided herein, be in writing and shall be deemed as having been given three (3) business days after the same has been mailed by United States registered or certified mail (return receipt requested), postage prepaid, to the other party at the respective addresses stated below or at the last changed address given by the party to be notified as hereinafter specified:

MORTGAGOR:

Kurt T. Kapfer, individually
700 N. Larrabee
Chicago, IL 60654

MORTGAGEE:

Thomas P. Kapfer, individually, and as trustee of the Thomas P. Kapfer Trust dated October 14, 1999, and Linda M. Kapfer, individually, and as trustee of the Linda M. Kapfer Trust dated October 14, 1999
1000 Ashley Lane
Libertyville, IL 60048

Any party may, at any time change its address for the above purpose by mailing, as aforesaid, a notice stating the change and setting forth the new address.

12. Gender. Unless the context otherwise requires, any pronouns, wherever used herein, shall include the corresponding masculine, feminine or neither gender, as the case may be and the singular of any pronoun shall include the plural and vice versa.

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13. Law. The Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed the day and year first above written.

Kurt T. Kapfer
Kurt T. Kapfer, individually

STATE OF ILLINOIS
COUNTY OF Tazewell

I, Ardith L. Jaxne, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Kurt T. Kapfer, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed 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 5 day of January, ~~2017~~ ²⁰¹⁸.

Ardith L. Jaxne
Commission expires September 25, 2021.

