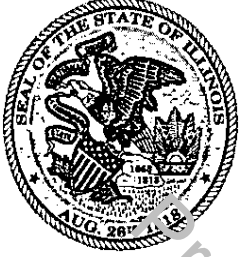


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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1807919015

Doc# 1807919015 Fee \$50.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/20/2018 10:36 AM PG: 1 OF 7

The property identified as: PIN: 16-17-302-035-0000

Address:

Street: 317 S Lombard Ave

Street line 2:

City: Oak Park

State: IL

ZIP Code: 60304

Lender: Hansel & Mayer LLP

Borrower: Echelon Realty Investment Corp

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.

18000204LP Kaufman
Box 334

S
P
S
SC
INT

Certificate number: D1D5840B-3D39-41C8-A966-30587FAC6855

Execution date: 1/11/2018

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Third Mortgage with Mortgagor's Recertification of Representations, Warranties and Covenants in First Mortgage

~~This Second~~ ^{THIRD} Mortgage is made this the 11th day of January 2018, by Hansel & Mayer, LLP, a limited liability partnership organized and existing under the laws of the state of Illinois, with its principal office located at 1900 North Austin Suite 70W Chicago, Illinois 60639 Cook County referred to herein as *Mortgagor*, in favor of Echelon Realty Investments, Corp. Echelon Realty Investments, Corp, a limited liability partnership organized and existing under the laws of the state of Illinois with its principal office located at 9725 Woods Drive #1517 Skokie Illinois 60077, referred to herein as *Mortgagee*.

Whereas, Mortgagee has made a loan to Mortgagor hereinafter called the *Loan*, in the principal amount of \$100,000.00, which is evidenced by a Promissory Note of Mortgagor of even date with this Second Mortgage, hereinafter called the *Note*; and

Whereas, this Second Mortgage secures all of Mortgagor's obligations under the Note and under this Second Mortgage, hereinafter collectively called the *Mortgagor's Obligations*;

Now, therefore, for and in consideration of the extension of the Loan to Mortgagor, Mortgagor does now mortgage, grant and convey to Mortgagee the property described in **Exhibit A** and made a part hereof, which is commonly known as the *Property*, Mortgagor represents and covenants that it is lawfully seized of the estate by this Second Mortgage conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record set described in **Exhibit B** and made a part of this Second Mortgage, and the First Mortgage described in **Section VIII** of this Second Mortgage, collectively called the *Permitted Exceptions*. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to the Permitted Exceptions.

Mortgagor covenants and agrees as follows:

I. Payment of Principal and Interest, Prepayment, and Payment of First Mortgage. (a) Mortgagor will promptly pay when due the principal of and interest on the Loan, and any late or other charges due under the Note or this Second Mortgage. Upon any sale, transfer or deed of Property the Mortgagee shall receive the return of principal plus 40% of equity or \$80,000.00 which ever is greater. The Mortgagee shall retain discretion on any reduction of percentage of equity owed to it from sale of Property.

(b) Mortgagor shall pay three months of interest payments for January, February and March of 2018 which is owed under First Mortgagee, Lendinghome.

(c) At its discretion, Mortgagee shall pay additional months of interest owed Mortgagee, Lendinghome, when due.

II. Funds for Taxes and Insurance. Escrows for real estate taxes and insurance will be made to First Mortgagee (as defined below), as provided for in the First Mortgage. If the First Mortgagee does not require tax and insurance escrows, Mortgagor will, upon an Event of Default (as defined below), establish tax and insurance escrows with the Mortgagee.

III. Application of Payments. No monthly payments shall be made by Mortgagor and Mortgagor make a Ballon Payment due immediately upon sale or transfer of Property.

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IV. Charges and Liens. Mortgagor will pay, before the dates they are due, all payments of principal, interest and other amounts due on the First Loan (as defined in **Section VIII** below), and all taxes, assessments, charges, fines and other impositions attributable to the Property that may attain priority over this Second Mortgage. Upon written request, Mortgagor will promptly furnish to Mortgagee receipts evidencing the payments. Mortgagor will promptly discharge any lien (other than the First Mortgage) which has priority over this Second Mortgage.

V. Hazard or Property Insurance. Mortgagor will keep the Property insured against loss by fire, hazards included within the term *extended coverage* and any other hazards, including floods or flooding, as required by the First Mortgagee (as defined below) and Mortgagor shall provide insurance coverage shall be provided to cover loss the . This insurance will be maintained insured against loss by fire, hazards included within the term extended coverage and any other hazards, including floods or flooding, to cover risk of loss of this Second Mortgage with Mortgagee being a named insured party for risk of loss. The insurance carrier providing the insurance will be chosen by Mortgagor. If Mortgagor fails to maintain coverage described above, Mortgagee may, at Mortgagee's option, obtain coverage to protect Mortgagee's rights in the Property in accordance with **Section VII** below. All insurance policies and renewals will include a standard mortgage clause, and name Mortgagee as an additional insured and (after the First Mortgagee) loss payee. Mortgagor will provide Mortgagee with certificates of such insurance. In the event of an accident, fire or other casualty, Mortgagor will give prompt notice to the insurance carrier and Mortgagee. Insurance proceeds will be applied first as required by the First Mortgagees, and then to the unpaid balance of the Loan evidenced by the Note in such order as determined by Mortgagee, whether or not such sums are then due, with the balance, if any, paid to Mortgagor, or, at Mortgagee's sole option, to restoration or repair of the Property damaged; provided, however, that if the First Mortgagee has consented to using the insurance proceeds to restore or rebuild the portion of the Property that was damaged or destroyed, Mortgagee will also agree to restoration or rebuilding upon the same terms and conditions established in the First Mortgages. Mortgagee may use the proceeds to repair or restore the Property or to pay sums secured by this Second Mortgage, whether or not then due. Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal will not extend or postpone the due date of the balloon payment due under the Note, or change the amount of the payments. If the Property is acquired by Mortgagee, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition will pass to Mortgagee to the extent of the sums secured by this Second Mortgage immediately prior to the acquisition.

VI. Preservation, Maintenance and Protection of Property. Mortgagor will preserve and protect the Property in a manner required by the First Mortgage, this Second Mortgage, and the standards of a reasonable property owner in Oak Park, Illinois. Mortgagor will not commit or permit waste on the Property.

VII. Protection of the Rights of the Mortgagee in the Property. If Mortgagor fails to perform the covenants and agreements contained in this Second Mortgage, or there is a legal proceeding that may significantly affect Mortgagee's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Mortgagee may, at its option, do and pay for whatever is necessary to protect the value of the Property and Mortgagee's rights in the Property. Mortgagee's actions may include paying any sums

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secured by a lien that has priority over this Second Mortgage, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Mortgagee may take action under this Section Seven, Mortgagee is not obligated to do so. Any amounts disbursed by Mortgagee under this Section Seven will become additional debt of Mortgagor secured by this Second Mortgage. These amounts will bear interest from the date of disbursement at the Default Rate and will be payable, with interest, to Mortgagee upon demand.

VIII. First Mortgages. This Second Mortgage is subject and subordinate to the Note and that certain Mortgage and Security Agreement (the **First Mortgages**) (1) dated January 30, 2017, and made by Mortgagor in favor of Lendinghome Funding Corp, and recorded against the Property on February 3, 2017 under Document Number 1703415016 in County Recorder's Office of Cook County and Mortgage dated October 6, 2017 and recorded October 26, 2017 as Document Number 1720909159 in County Recorder's Office of Cook County hereinafter called the First Mortgages represents and warrants that it has timely paid and will continue to pay all amounts due, and has performed and will continue to perform all obligations it is required to perform, under the First Mortgage. In no event shall Mortgagee proceed with enforcing any of the rights or remedies afforded it under **Section XVII**, or otherwise, without first providing the First Mortgages with 30 days' prior written notice of Mortgagor's default and Mortgagee's intention of enforcing any of the rights or remedies Mortgagee may have pursuant to the terms of this Second Mortgage.

IX. Inspection. Mortgagee or its agent may make reasonable entries upon and inspections of the Property. Mortgagee will give Mortgagor reasonable notice prior to any such entry onto the Property.

X. Condemnation. In the event of a taking of the Property, the award or proceeds will be applied first to the sums secured by the First Mortgage, and then to the Loan secured by this Second Mortgage, whether or not then due. If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 60 days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Second Mortgage, whether or not then due. Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal will not extend or postpone the due date of the monthly payments referred to in **Section I** above or change the amount of such payments.

XI. Mortgagor not Released; Forbearance by Mortgagor not a Waiver. Extension of the time for payment of the sums secured by this Second Mortgage granted by Mortgagee to any successor in interest of Mortgagor will not operate to release the liability of the original Mortgagor or Mortgagor's successors in interest. Mortgagee will not be required to commence proceedings against any successor in interest or refuse to extend time for payment of the sums secured by this Second Mortgage by reason of any demand made by the original Mortgagor or Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy will not be a waiver of or preclude the exercise of any right or remedy.

XII. Successors and Assigns Bound. The covenants and agreements of this Second Mortgage will bind and benefit the successors and assigns of Mortgagee and Mortgagor.

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XIII. Loan Charges. If any charges, fee or interest due under the Loan or the Loan Documents is found to exceed the permitted legal limits, then: **(i)** any such charges, fee or interest will be reduced by the amount necessary to reduce the charge to the permitted limit; and **(ii)** any sums already collected from Mortgagor which exceeded permitted limits will, at the option of Mortgagee, be applied to the unpaid principal amount evidenced by the Note, or refunded to Mortgagor.

XIV. Notices. All notices, communications and waivers under this Mortgage must be in writing and must be: **(i)** delivered in person; or **(ii)** mailed, postage prepaid, either by registered or certified mail, return receipt requested; or **(iii)** by overnight express carrier, addressed in each case as set forth in the first paragraph of this Second Mortgage. All notices sent pursuant to the terms of this **Section XIV** will be considered received: **(i)** if personally delivered, then on the date of delivery; **(ii)** if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent; or **(iii)** if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

XV. Governing Law; Severability. This Second Mortgage will be governed by the laws of the state of Illinois. In the event that any provision or clause of this Second Mortgage or the Note conflicts with applicable law, such conflict will not affect other provisions of this Second Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Second Mortgage and the Note are declared to be severable.

XVI. Default. The occurrence of any of the following will constitute an event of default under this Second Mortgage and under the Note and other Loan Documents:

- A.** If Mortgagor fails to pay all or any portion of Mortgagor's Obligations within 60 days of the date when the same become due and payable.
- B.** If Mortgagor fails to observe or perform any covenant or agreement made by Mortgagor under this Second Mortgage, and such default is not cured within 60 days following written notice of default from Mortgagee.
- C.** If any representation or warranty made by Mortgagor to Mortgagee (including but not limited to the representations set forth in **Section VIII** above) proves to be false or misleading in any way.
- D.** If Mortgagor: **(i)** is generally not paying its debts as they become due; **(ii)** files, or consents, by answer or otherwise, to the filing of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or insolvency under the laws of any jurisdiction; **(iii)** makes an assignment for the benefit of creditors; **(iv)** consents to the appointment of a custodian, receiver, trustee or other officer with similar powers for Mortgagor or for any part of the Property; **(v)** is adjudicated insolvent; or **(vi)** takes action for the purpose of any of the foregoing.
- E.** If any court or governmental agency of competent jurisdiction enters an order appointing a custodian, receiver, trustee or other officer with similar powers with respect to

Mortgagor. **UNOFFICIAL COPY**

F. If: **(i)** all or any part of the Property or any interest in it is sold or otherwise transferred; or **(ii)** any mortgage or other financing other than the First Mortgage and this Second Mortgage is placed on or recorded against the Property.

G. If there is an amendment to any material term of the First Mortgage or any of the related First Mortgage loan documents (collectively, *First Mortgage Loan Documents*) without the prior written consent of Mortgagee.

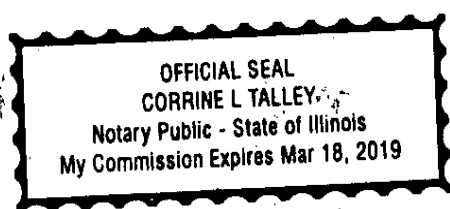
H. If there is a default by Mortgagor under any of the First Mortgage Loan Documents.

XVII. Acceleration of Mortgagor's Obligations; Remedies. Upon the occurrence of any Event of Default under this Second Mortgage, Mortgagee, at any time at its option without notice or demand, may declare all of Mortgagor's obligations due and payable, whereupon Mortgagor's obligations will mature and become due and payable, all without presentment, demand, protest or notice, all of which Mortgagor now waives. In such event, Mortgagee may: **(i)** enforce its rights and remedies under the Loan Documents or loan documents evidencing or securing Mortgagor's Obligations in accordance with their respective terms; or **(ii)** enforce any of the rights or remedies accorded to Mortgagee at equity or law, by virtue of statute or otherwise. Mortgagor agrees to pay all costs and expenses of collection and enforcement of the Note and this Second Mortgage when incurred, including Mortgagee's reasonable attorney's fees and legal and court costs, including any incurred on appeal or in connection with bankruptcy or insolvency, and whether or not any lawsuit or proceeding is filed with respect to this Second Mortgage.

XVIII. Recertification of Representations, Warranties and Covenants. Mortgagor represents, warrants and covenants to Mortgagee all of those certain representations, warranties and covenants set forth in **Section III** of the First Mortgage. Mortgagor has executed this Second Mortgage as of the date and year first set forth above.

Witness our signature this the 11th day of January, 2018.

Hansel & Mayer, LLP, Mortgagee



By: Echelon Realty Investments Corporation,
(Mortgagor)

Serena Victor
Serena Victor, President

Acknowledgment before Notary Public

Corrine L. Talley

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Notary

Attach Exhibits

Exhibit A

The Land is described as follows:

THE SOUTH 13.38 FEET OF LOT 8 AND THE NORTH 23.62 FEET OF LOT 9 IN BLOCK 1 IN THE WEST HARRISON STREET SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

Common Address: 917 S Lombard Ave, Oak Park, IL 60304

Permanent Index Number: 16-17-392-035-0000

Property of Cook County Clerk's Office