

Illinois Anti-Predatory  
Lending Database  
Program

Doc#: 1820519336 Fee: \$58.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/24/2018 11:52 AM Pg: 1 of 6

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: PIN: 27-12-105-004-0000

Address:

Street: 14330 S. Claridge Ct.

Street line 2:

City: Orland Park

State: IL

ZIP Code: 60462

Lender: First Chatham Bank

Borrower: Mohammed Mahmoud

Loan / Mortgage Amount: \$2,650,000.00

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: EC009F56-EE52-48CB-905B-1739B74BBFE6

Execution date: 7/24/2018

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## MORTGAGE

The Mortgagor, **Mohammed Mahmoud**, to secure the indebtedness hereinafter mentioned, and the performance of the covenants and agreements of Mortgagor herein contained, mortgages and warrants unto the Mortgagee, **First Chatham Bank, its successors and/or assigns**, the following described premises, to-wit:

Legal Description:

Lot 4 in Wooded Path Estates, being a Resubdivision of part of the West 1/2 of the Northwest 1/4 of Section 12, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel ID Number: 27-12-105-004-0000

Commonly known as: 14330 S. Claridge Ct., Orland Park, IL 60462

situated in the County of Cook, and State of Illinois, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof, and all apparatus and fixtures of every kind for the supplying or distributing of heat, light, water, air conditioning or power therein or thereto; and all other fixtures in, or which may be placed in any building now or hereafter on said premises, hereby expressly releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

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This Mortgage secures the repayment of a Promissory Note payable to First Chatham Bank of even date herewith in the principal sum of Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000.00) and payable with interest from date at the rate of WSJ Prime plus 2.75% per annum on the unpaid balance until paid, to Mortgagee at its offices at 111 Barnard Street, Savannah, GA 31401, or at such other place as the holder may designate in writing, in installments except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 4<sup>th</sup> day of April, 2043. This Mortgage shall secure the repayment of any extensions or renewals of the above described Promissory Note and shall retain its lien priority on the mortgaged premises so long as any indebtedness evidenced by the above described Promissory Note or any extensions or renewals thereof remain unpaid.

The unpaid balance of principal and interest hereby secured shall, at the option of the Payee, become due and payable if the premises or any part thereof shall be conveyed, assigned or otherwise disposed of by the Mortgagor without consent of the Mortgagee.

And the Mortgagor hereby covenants and agrees with the Mortgagee,

1. To comply with all requirements of law with respect to the mortgaged premises and the use thereof; to keep said premises in good repair and not to suffer or permit any waste thereof nor to do or permit to be done upon said premises anything which may impair the value thereof or the security intended to be effected by this instrument; seasonably in each year and prior to the imposition or accrual of any penalties, to pay all taxes and assessments levied or assessed upon said premises or any part thereof, and on demand of the Mortgagee or the legal holder of the Note secured hereby, to exhibit receipts therefor; not to suffer or permit said premises or any part thereof or any interest therein to be sold or forfeited for any tax or special assessment, nor to suffer any lien of any mechanic or materialman to attach to said premises to keep all buildings and fixtures at any time on said premises insured against loss or damage by fire and tornado in companies approved by Mortgagee to the full insurable value thereof, to make all sums recoverable upon such policies payable to Mortgagee by the usual Mortgage clause to be attached to such policies, and to deliver such policies to Mortgagee that in case of the failure of Mortgagor so to keep said premises in repair or so to pay taxes or special assessments or so to insure, or if any mechanics' or materialman's lien is permitted to attach to said premises or any part thereof, then the Mortgagee, or the legal holder of the Note secured hereby, at its option, may make repairs to said premises, may pay such taxes or special assessments, or redeem said premises from any tax sale or purchase any tax title affecting the same, or may procure and pay for such insurance or may pay or settle any and all suits or claims for liens of mechanics or materialmen; and that all moneys paid for any such purpose and any other moneys disbursed by Mortgagee or the holder of the Note secured hereby, to protect the lien of this Mortgage, with interest thereon at the highest rate for which it is then lawful to contract shall be so much additional indebtedness secured by this Mortgage, and shall be included in any decree

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foreclosing this mortgage, and be paid out of the rents or proceeds of the sale of the premises and fixtures aforesaid; and that it shall not be obligatory upon the Mortgagee or holder of said Note to inquire into the validity of such taxes or special assessments or of any sale or forfeiture of said premises for non-payment thereof, or of any tax deed or title or of liens of mechanics or materialmen, or into the necessity of such repairs, in advancing moneys in that behalf, as above authorized, nor shall it be obligatory upon the Mortgagee or the holder of said Note to advance or expend money for any of the purposes aforesaid.

2. That in the event of default in the payment of any installment of said Note when due, or of default or breach of any of the covenants or agreements herein contained to be performed by Mortgagor, then the Note secured hereby and all accrued interest thereon, together with all other sums payable by Mortgagor under the terms hereof, may, prior to the repair of all such defaults, at the option of Mortgagee, or the holder of the Note secured hereby, and without notice to Mortgagor, be declared immediately due and payable; that thereupon the holder of the Note secured hereby or the Mortgagee, for its benefit, shall have the right immediately to enter upon and take possession of the premises and to let said premises and receive all rents, issues and profits thereof, which are overdue, due or to become due and to apply the same, after payment of all necessary charges and expenses, on account of the amount hereby secured, and said rents and profits are, in the event of any such default, assigned to the holder of this Mortgage to foreclose this Mortgage and that upon the filing of any complaint for that purpose, the court in which such complaint is filed may, at any time thereafter, either before or after sale, without notice to Mortgagor or any person claiming under Mortgagor, and without regard to the solvency or insolvency at the time of the application for such receiver, of any person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises and fixtures or whether the same are occupied as a homestead, appoint any proper person receiver to take possession and/or charge of said premises and fixtures for the benefit of the holder or holders of the indebtedness secured hereby, with power to collect the rents, issues and profits therefrom during the pendency of such foreclosure suit, and in case of sale, during the full statutory period of redemption; and that the court may, from time to time, authorize such receiver to apply any sums in its hands from time to time after the payment of the expenses of such receiver, to the payment in whole or in part of repairs, insurance, taxes, special assessments, and/or liens superior to the lien of this Mortgage (or the decree foreclosing same) upon said premises and fixtures or any interest therein, or of the indebtedness secured hereby, or of the amount due on any decree foreclosing this Mortgage.

3. To pay all expenses and disbursements incurred or paid by Mortgagee or the holder of the Note secured hereby, in preparation for or in connection with the foreclosure of this Mortgage, including plaintiff's reasonable attorneys fees, outlays for documentary evidence, title policy, stenographers' charges, costs of completing or procuring abstract showing whole title to said premises, including any foreclosure decree

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entered in such proceeding, and for an opinion of title thereon for purposes of foreclosure; to pay the like expenses and disbursements, including reasonable attorneys' or solicitors' fees, in any other legal proceeding to which the Mortgagee and the holder of the Note secured hereby, or either of them, shall be a party by reason of this Mortgage; that all of such expenses and disbursements shall be an additional lien upon said premises, fixtures and the rents, issues and profit therefrom, and may be included in any decree rendered in any proceeding to foreclose this Mortgage, or taxes as costs in such proceedings and that such proceeding shall not be dismissed nor a release hereof given until such expenses and disbursements and all costs of suit have been paid.

4. That no extension of the time for payment of any indebtedness secured by this Mortgage, given by Mortgagee or the holder of the Note secured hereby, to any successor in interest of the Mortgagor shall operate to release in any manner the liability of the Mortgagor to pay the same.

5. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf, everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof.

IT IS MUTUALLY AGREED that in the event of loss or damage to the improvements upon said premises by fire or tornado, all sums payable under any insurance policies insuring any or all of the parties hereto against such loss or damage, but not in excess of the indebtedness secured by this Mortgage and then unpaid, shall be paid to Mortgagee, and at its option may be applied to the payment of such indebtedness or be released for the repairing or rebuilding of the property damage.

IT IS FURTHER MUTUALLY AGREED that the covenants and agreements herein contained shall bind, and as the case may require, inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- (a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- (b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No

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Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

IN WITNESS whereof, the hand and seal of the Mortgagor has been affixed hereto this 23rd day of July, 2018.

Mohammed Mahmoud

STATE OF ILLINOIS ) Indiana  
COUNTY OF Lake

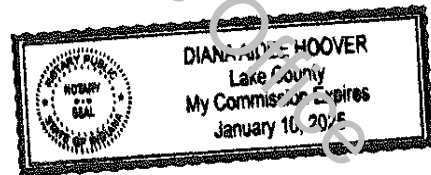
I, Diana Adee Hoover Notary Public in and for said county and state, aforesaid, do hereby certify that Mohammed Mahmoud, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23 day of July, 2018.

  
Notary Public

THIS INSTRUMENT WAS PREPARED BY:

Meredith Pitts  
Heavner, Beyers & Mihlar, LLC  
P.O. Box 740  
Decatur, IL 62525



RETURN TO:  
Meredith Pitts  
Heavner, Beyers & Mihlar, LLC  
P.O. Box 740  
Decatur, IL 62525