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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1830618094

Doc# 1830618094 Fee \$62.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/02/2018 04:30 PM PG: 1 OF 13

The property identified as: **PIN:** 17-04-212-042-1007

Address:

Street: 1347 N. Sedgwick St., Apt. PH

Street line 2:

City: Chicago

State: IL

ZIP Code: 60610

Lender: Christopher V. Panek

Borrower: Noel E. Smith

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 7770 et seq. because the application was taken by an exempt entity.

Certificate number: FDC31961-0069-435C-8124-5F08E9116CBA

Execution date: 11/2/2018

A handwritten signature in black ink, appearing to be "AM".

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After Recording Return To:
Christopher V. Panek
1917 W. Race Ave.
Chicago, IL 60622

_____ [Space Above This Line For Recording Data] _____

MORTGAGE

DEFINITIONS

- (A) **“Security Instrument”** means this document, which is dated November 2, 2018.
- (B) **“Borrower”** is NOEL E. SMITH, A MARRIED MAN. Borrower is Borrower under this Security Instrument.
- (C) **“Lender”** is CHRISTOPHER V. PANEK, AN INDIVIDUAL. Lender’s address is 1917 W. RACE AVE., CHICAGO, IL 60622. Lender is Lender under this Security Instrument.
- (D) **“Note”** means the promissory note signed by Borrower and dated November 2, 2018. The Note states that Borrower owes Lender One Hundred Thousand Dollars And 00/100 (U.S. \$100,000.00) plus interest. Borrower has promised to pay this debt in full no later than **March 1, 2019**.
- (E) **“Maturity Date”** means, **March 1, 2019**, the date by which Borrower has promised to pay this debt in full.
- (F) **“Property”** means the property that is described below under the heading “Transfer of Rights in the Property.”
- (G) **“Loan”** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) **“Applicable Law”** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (I) **“Community Association Dues, Fees, and Assessments”** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

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(J) **“Miscellaneous Proceeds”** means any compensation, settlement, award of damages, or proceeds paid by any third party for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(K) **“Successor in Interest of Borrower”** means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender’s successors and assigns the following described property located in the COUNTY OF COOK:

Parcel 1: Unit Penthouse in the 1347-1349 North Sedgwick Condominium as delineated on a survey of the following described real estate: Lots 6 and 7 in Ogden's resubdivision of Lots 154, 155, 156, and part of Lot 158, in Bronson's Addition to Chicago in the Northeast 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as document number 0905628, and as amended, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

Parcel 2: The exclusive right to the use of P9, P10 & P11, limited common elements, as delineated on the survey attached to the Declaration aforesaid recorded as document 09056258.

Parcel ID Number: 17-04-212-042-1007 which currently has the address of **1347 N. SEDGWICK ST., APT. PH, CHICAGO, ILLINOIS 60610** (“Property Address”):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property: All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the “Property.”

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to Security Instrument, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of

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record.

WHEREFORE, IN CONSIDERATION OF the sum lent to Borrower by Lender, in the amount of \$100,000.00 U.S. DOLLARS (the "Principal Amount") the receipt of which Borrower hereby acknowledges itself indebted, the parties to this Security Instrument agree as follows:

Promise to Pay

1. Borrower, for value received, and as specified by the terms of the Note, promises to pay to Lender, on demand, the Principal Amount, interest and all fees and costs on the terms set out in this Security Instrument or in any amendment, extension or renewal of the Security Instrument and any additional amounts secured by this Security Instrument on the terms elsewhere provided for such debts and liabilities. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the Maturity date, or change the amount, of the amount then due.

Application of Payments and Interest after Default

2. All payments received by Lender prior to the Maturity Date will first be applied to payment of the Principal Amount. However, if Borrower is in default, then Lender will also apply interest calculated at the Interest Rate pursuant to the terms of the Note, compounded monthly.

Place of Payment

3. Borrower will make all payments to Lender at 1917 W. Race Ave., Chicago, IL 60622 or at a location as later specified by Lender.

Obligation to Pay without Set-off or Delay

4. Borrower agrees to pay all amounts payable pursuant to this Security Instrument and all additional amounts secured by this Security Instrument without abatement, set-off or counterclaim. Should Borrower make any claim against Lender either initially or by way of abatement, set-off or counterclaim, Borrower agrees that any such claim will not diminish or delay Borrower's obligations to make the payments as provided in this Security Instrument.

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Annual Prepayment Privileges

5. When not in default, Borrower may prepay 100% of the original Principal Amount of the Security Instrument any time without penalty or charge.

Discharge

6. When Borrower pays the Principal Amount, interest and all the other amounts secured by this Security Instrument in full and notifies Lender in writing and requests a discharge of this Security Instrument, Lender will discharge this Security Instrument. Borrower will give Lender a reasonable time after payment in which to prepare and issue the discharge.

Covenants and Warranties

7. Borrower warrants and agrees that:
- a. Borrower has good title to the Property;
 - b. Borrower will preserve Borrower's title to the Property and the validity and priority of this Security Instrument and will forever warrant and defend the same for Lender against the claims of all persons;
 - c. Borrower has the authority to mortgage the Property.

Fixtures and Additions

8. Borrower agrees that the Property includes all property of any kind that is now or at any time in the future attached or affixed to the land or buildings or placed on and used in connection with them, as well as all alterations, additions and improvements to the buildings.

Payment of Taxes and Other Encumbrances

9. Borrower will pay all taxes and other fees levied on the Property and all accounts for utilities supplied to the Property and all charges, mortgages, liens and other encumbrances on the Property when they are due and comply with all other obligations under them. Upon Lender's request, Borrower will promptly provide receipts showing that the taxes and other accounts have been paid.

Transfer of the Property or a Beneficial Interest in Borrower

10. As used in this Section, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser. Acceptance of any payments from any purchaser, transferee or lessee or after a change in control not approved in writing, will not constitute an approval or waiver by Lender.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate

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payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Notice requirements of this Security Instrument within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Preservation, Maintenance and Protection of the Property; Inspections

11. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

Protection of Lender's Interest in the Property and Rights Under this Security Instrument

12. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in

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a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section.

Property Insurance

13. Borrower will insure, in Lender's favor, all buildings on the Property that are the subject of the Security Instrument. The insurance will include protection against damage by fire and other perils including "extended peril coverage" and any other perils that Lender requests. The insurance must cover replacement costs of any buildings on the Property in US dollars. The insurance policies will include a standard Security Instrument clause stating that any loss is payable to Lender. This Security Instrument will be sufficient proof for any insurance company to pay any claims to Lender and to accept instructions from Lender regarding any insurance claims relating to the Property.

Borrower will provide the following at the request of Lender:

- a. a copy of the insurance policy;
- b. receipts of all paid insurance premiums; and
- c. renewal notices and evidence of renewal completion.

In the event of loss, Borrower will provide prompt notice to Lender and the insurance carrier. Borrower will provide Lender proof of all claims at Borrower's own expense and will perform all necessary acts to enable Borrower to obtain all insurance proceeds from the claim. The insurance proceeds, in whole or in part, will be applied to the restoration and repair of the Property, if the restoration and repair is economically feasible. If the restoration and repair is not economically feasible, then the insurance proceeds will be applied to the remainder of the Security Instrument, whether or not the balance of the Security Instrument is then due. Any remaining funds from the insurance claim will be paid to Borrower.

Assignment of Miscellaneous Proceeds; Forfeiture

14. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender. If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower

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any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order as stated above.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided below, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's

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interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order as stated above.

Loan Charges

15. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

Environmental Hazards

16. Borrower will not use, store, release, deposit, recycle, or permit the presence of hazardous substances on the Property, generally accepted items for residential use excepted, which includes but not limited to asbestos, PCBs, radioactive materials, gasoline, kerosene, or other flammable petroleum products (the "Hazardous Substances"). Borrower is also prohibited from performing any acts on the Property involving any Hazardous Substances that would materially affect the value of the Property or would require clean-up or remedial action under federal, state, or local laws and codes.

Notices

17. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers

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unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

Events of Default

18. Borrower will be in default under this Security Instrument upon the happening of any of the following events:
- a. Borrower defaults in the payment of the Principal Amount, interest or any other amount secured by this Security Instrument, when payment of such amount becomes due under the terms of this Security Instrument or as elsewhere provided for any other amount secured by this Security Instrument;
 - b. Borrower fails to observe or to perform any term or covenant which Borrower has agreed to observe or perform under this Security Instrument or elsewhere where an amount is secured by this Security Instrument;
 - c. any information or statement Borrower has given or made before, at or after signing the Security Instrument, in respect of the Property or Borrower's affairs is incorrect or untrue at the time it was given or made;
 - d. Borrower ceases or threatens to cease to carry on in a sound businesslike manner, the business in which Borrower ordinarily conducts on or with respect to all or any part of, the Property;
 - e. the Property is a condominium unit or units and a vote authorizes the termination of the condominium or the sale of all or substantially all of the condominium corporation's assets or its common elements or the condominium corporation fails to insure the unit and common elements;
 - f. a petition in bankruptcy is filed against Borrower, Borrower makes a general assignment for the benefit of the creditors, a receiver, interim receiver, monitor or similar person is placed or is threatened to be placed in control of or for the overview of Borrower's affairs or Property, or in the opinion of Lender, Borrower becomes insolvent;
 - g. a construction or similar type lien is registered against the Property or if default occurs under any other lien, Security Instrument or encumbrance existing against the Property;

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- h. Borrower abandons or does not visibly and consistently occupy the Property; or
- i. the Property or a material part of the Property is expropriated.

Remedies on Default

19. Lender will have the right to pursue all remedies for the collection of the amounts owing on this Security Instrument that are provided for by the Applicable Law, whether or not such remedies are expressly granted in this Security Instrument, including but not limited to foreclosure proceedings and sale of the Property.

Acceleration on Default

20. If at any time Borrower should be in default under this Security Instrument, the Principal Amount and interest and all amounts secured by this Security Instrument will, at the option of Lender, become due and payable immediately.

If at any time Borrower is in default and Lender does not require Borrower to pay immediately in full as described above, Lender will retain the right to seek full immediate payment if Borrower is in default at a later time. Any forbearance on the part of Lender upon default, which includes but is not limited to acceptance of late payment, acceptance of payment from third parties, or acceptance of payments less than the amount then due, will not constitute as waiver to enforce acceleration on default.

Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies

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provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

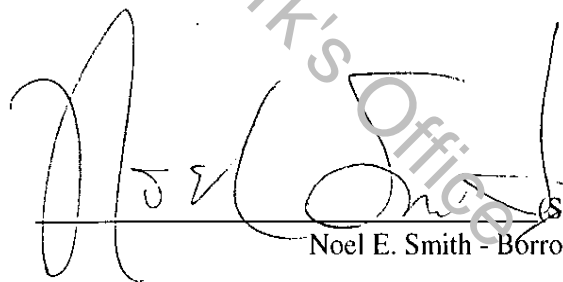
Governing Law; Severability; Rules of Construction

- 21. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action. Headings are inserted for the convenience of the parties to the Security Instrument only and are not to be considered when interpreting this Agreement.

Nothing contained in this Security Instrument will require Borrower to pay, or for Lender to accept, interest in an amount greater than that allowed by the Applicable Law. If the payment of interest or other amounts under this Security Instrument would otherwise exceed the maximum amount allowed under the Applicable Law or violate any law as to disclosure or calculation of interest charges, then Borrower's obligations to pay interest or other charges will be reduced or amended to the maximum rate or amount permitted under the Applicable Law.

Witnesses:


 _____ (Seal)
 Noel E. Smith - Borrower

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**STATE OF ILLINOIS
COUNTY OF COOK**

I, the undersigned, a Notary Public in and for said county and state do hereby certify that NOEL E. SMITH, A MARRIED MAN, personally known to me to be the same person(s) whose names(s) subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2nd day of November, 2018

My Commission Expires: 4/12/21

Nicole M. Miller
Notary Public

