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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud

844-768-1713

PTC 31523 3083



1831849225

Doc# 1831849225 Fee \$54.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/14/2018 03:30 PM PG: 1 OF 9

The property identified as: **PIN:** 02-15-406-011-0000

Address:

Street: 234 N. PLUM GROVE RD.

Street line 2:

City: PALATINE

State: IL

ZIP Code: 60067

Lender: THE DANIEL HUTZICKER LIVING TRUST DATED MARCH 15, 2016

Borrower: PHILIP ETTER AND NATHAN ETTER

Loan / Mortgage Amount: \$680,000.00

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: 1BFA7077-53AE-4E83-B759-0F9776E1B963

Execution date: 11/5/2018

PRECISION TITLE

Property of Cook County Clerk's Office

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When recorded, return to:
Dan Huntzicker Living Trust
1305 Remington Rd, Suite S
Schaumburg, IL 60173

This instrument was prepared by:
Law Offices of James R. Nelson & Associates
617 Devon Avenue,
Park Ridge, IL 60068

PTC31523
Loan #: 00001

_____ [Space Above This Line For Recording Data] _____

MORTGAGE

DEFINITIONS

(A) "Security Instrument" means this document, which is dated November 5, 2018, together with all Riders to this document.

(B) "Borrowers" Philip Etter and Nathan Etter, ^{*} borrowers address is: 234 N. Plum Grove Rd, Palatine, IL 60067 ^A * MARRIED TO EACH OTHER AS TENANTS BY THE ENTIRETY *

Borrowers is the mortgagor under this Security Instrument.

(C) "Mortgagee" is The Daniel Huntzicker Living Trust dated March 15, 2016 under this security instrument.

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(D) "Lender" is Daniel Huntzicker Living Trust dated March 15, 2016 and is a trust organized in Illinois with Daniel Huntzicker the current Trustee and the Lender is the same as the Mortgagee.

(E) "Note" means the Promissory Note signed by Borrower and dated November 5, 2018. The Note states that Borrower owes Lender SIX HUNDRED EIGHTY THOUSAND AND NO/100***** Dollars (U.S.\$680,000) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 1, 2023 (BALLOON PAYMENT DUE).

(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 Instruments, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Rider is to be executed by Borrower:

NONE

(I) "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.

(J) "Community Associates 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 associates or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds: means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) 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.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from the time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA"

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refers to all requirements and restrictions that are imposed in regard to a “federally related mortgage loan” even if the Loan does not qualify as a “federally related mortgage loan” under RESPA.

(Q) “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 The Daniel Huntzicker Living Trust dated March 15, 2016 and to the Successors and assigns of The Daniel Huntzicker Living Trust dated March 15, 2016, or any Successors and Assigns of this Mortgage the following described property located in the COUNTY.

[Type of Recording Jurisdiction] of Cook

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART OF HEREOF AS “EXHIBIT A”

THE SOUTH 117 FEET AND THREE INCHES OF THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF

SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS

FOLLOWS: BEGINNING AT A POINT 20 RODS NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF

THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL

MERIDIAN, AND RUNNING THENCE WEST 10 RODS; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID

SECTION, 9 RODS; THENCE EAST 10 RODS TO SAID SECTION LINE; THENCE SOUTH ON SAID SECTION LINE 9

RODS TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TAX ID # 02-15-406-011-0000

Which currently has the address of 234 N. Plum Grove Road, Palatine, Illinois 60057

TOGETHER WITH all the improvement 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 understands and agrees that The Daniel Huntzicker Living Trust dated March 15, 2016 holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, The Daniel Huntzicker Living Trust dated March 15, 2016 has the right: to exercise any or all of those interests, including, but not limited to, releasing and canceling this Security Instrument.

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BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, 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 record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayments Charges, and Late Charges. Borrower shall pay all payments due under the Note on time or shall pay any late fees due under the Note. Borrower shall also pay all payments due under the Escrow Items pursuant to Section 3 in a timely manner. However, if any check or other instrument received under the Note is returned to Lender unpaid, then Lender can require any and all subsequent payments to be made by either cashier's check or electronic funds transfer whichever the Lender chooses. Payments are deemed received when they either arrive at the location directed under the Note or are received by the lender's bank if electronic transfer is made. Lender does not have to accept partial payments or any payments that do not bring the loan current. Lender may, at their election, accept the partial payments but doing so will not waive any rights Lender has under this Mortgage if the loan is not brought current. No offset or claim of any kind the Borrower has now or in the future against the Lender shall relieve Borrower from making timely payments under the Note and this Security Instrument.
2. Application of Payments or Proceeds. All payments will be applied by Lender shall be applied in the following order: Interest due, principal, Escrow. Any additional payments will first be applied to any amounts due under the Note including late charges or other amounts due and then to Principal Reduction. If Lender receives a payment due later than required, a late charge can be added to the amount due under this Security Instrument.
3. Funds for Escrow Items. Until Borrower has paid off everything due under the Note, Borrower shall promptly pay all real estate taxes and obtain, pay for and consistently renew their homeowner's insurance. These items are "Escrow Items". If Borrower receives notice of any item covered under this Section, Borrower shall promptly notify Lender and forward any written correspondence. Borrower shall pay all Escrow Items upon receipt of any tax bill and insurance bill or upon presentation of the actual amounts by Lender. If Borrower pays any Escrow Items directly, Borrower hereby agrees to provide Lender with a receipt for such payment immediately after making said payment. Borrowers obligation to pay these Escrow Items are deemed to be a Covenant and Agreement contained in this Security Agreement as that phrase is used in Section 9. If Borrower is supposed to pay any Escrow Item directly but fails to pay, Lender may exercise its rights under Section 9 and pay those amounts. Lender may then revoke Borrower's rights

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to pay directly by notice given under Section 15 and then Borrower shall pay Lender either a monthly estimate or a lump sum upon Lender presentation at Lender's choice. Lender will be allowed to collect and hold these escrow funds in a non-interest bearing account and can collect and hold an amount that will allow it to pay the Escrow Items as they come due but not an excessive amount as deemed and defined under Applicable Law. All funds if held will be held in a Federally insured institution.

4. Charges; Liens. Borrower shall pay all taxes, charges, fines and any other amount that attaches to the property which can obtain priority over this Security Instrument. If these items are Escrow Items, Borrower can pay them in accordance with Section 3. Borrower shall promptly pay any lien which has or could have priority over this Security Instrument unless Borrower: (a) makes an agreement in writing for a repayment of said lien that is approved by Lender AND performs as required under that written agreement. (b) Contests the lien in good faith and defends against enforcement of the lien in a way that Lender is satisfied with. (c) Secures with the holder of the lien an agreement satisfactory to the Lender subordinating the lien to this Security Instrument. If Borrower ever becomes aware of any such Lien, it must immediately notify Lender. If Lender becomes aware of any such Lien, it will notify Borrower and Borrower must take one of the actions contemplated in this Section within 14 days.
5. Property Insurance. Borrower must insure the Property for a minimum amount equal to the outstanding balance of the Note and this Security Instrument and with a deductible not more than Five Thousand Dollars (\$5000). The insurance coverage will name the Mortgagee as an Additional Insured. The insurance will be maintained until all amounts due under the Note and this Security Instrument are repaid. The insurance carrier shall be a reputable company approved by Lender (with said approval not unreasonably withheld). Borrower agrees to give Lender a copy of the Policy, a paid receipt and evidence of all renewals. If Borrower fails to maintain said insurance coverage, Lender may obtain insurance coverage at Lender's option and Borrower's expense. Lender is under no obligation to use any particular carrier or compare prices and the cost may exceed what Borrower was previously paying.

In the event of a loss, Borrower shall give prompt notice to both the Lender and the Insurance Carrier. Lender can enter the property for the purposes of obtaining proof of loss or assessing the damage/loss. Any insurance proceeds that are paid will be applied to the repair and restoration of the Property and loss that has occurred. Lender shall have the right to hold insurance proceeds during the repair period and inspect the repair once it has been completed before releasing the insurance proceeds. Lender may disperse the proceeds in periodic payments while the work is being done or as a lump sum after said work has been completed. Borrower cannot obligate the Lender to pay any fees out of the insurance proceeds and any obligation made by Borrower shall be the Borrower's responsibility. If restoration or repair is not economically feasible, then the insurance proceeds will be applied to the amounts due under the Note and this Security Instrument whether or not then due, with the excess, if any, paid to the Borrower. Such insurance proceeds will be applied according to Section 2. If

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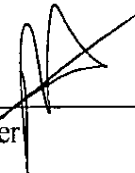
- Borrower abandons the Property, Lender can file and negotiate the insurance claim and related matters on its own giving notice to Borrower and waiting at least thirty days for their potential response before finalizing settlement.
6. Occupancy. Borrower shall occupy and use the property as their principal residence.
 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not do anything to damage the property and shall not allow the property to deteriorate. Whether or not Borrower is living in the Property, Borrower will maintain the property and not damage it, allow it to deteriorate or decrease in value due to its condition. If Lender has any reason to believe the property is deteriorating, Lender may give the Borrower notice and inspect the interior of the property.
 8. Borrower's Loan Application. Borrower agrees that it has not made any material misrepresentations during the application process for this loan or during the negotiations of this sale.
 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that might significantly affect the Lender's interest in the Property or rights under this Security Instrument, or Borrower has abandoned the Property, then Lender may do whatever is reasonable or appropriate to protect its interest in the Property and its rights under this Security Instrument. These actions may include protecting the Property, repairing the Property, assessing the value and condition of the property. In furthering those goals, Lender can pay any sum secured by a lien which has priority over this Security Instrument, pay a third party or an attorney to protect its interest by appearing in Court, entering the property with third parties to assess damage and make repairs, change locks, board up or replace doors and windows, winterizing the home or turning on or off any utilities, eliminate any code violations or other obligations. Any amounts spent or disbursed by Lender under this Section shall become an additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the same rate and terms of the Note and shall become payable upon notice from Lender to Borrower.
 10. Mortgage Insurance. This is not applicable.
 11. Assignment of Miscellaneous Proceeds; Forfeiture. If the Property is damaged, all proceeds from the insurance will be held by Lender as addressed in Section 5. Lender will have an opportunity to approve the completion of work before disbursing said proceeds. In the event of a total loss, all proceeds shall be applied to the sums owed under the Note and this Security Instrument first whether or not then due and then the excess shall be paid to Borrower.
 12. Borrower Not Released; Forbearance by Lender Not a Waiver. If Lender agrees to any extension of the time for payment or repayment or modification of any sum due or amortized under this Security Instrument, that in no way releases the Borrower from any obligation under this Security Instrument. Any forbearance by Lender in exercising any right or remedy or the acceptance of partial payments by Borrower or Third Party shall not be a waiver or preclude Lender from the exercise of any right or remedy in the future.

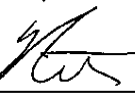
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13. Joint and Several Liability; Co-Signers; Successors and Assigns Bound. Borrower understands, covenants and agrees that Borrower's obligations and liability under this Security Instrument are joint and several. Lender may collect the full amount due from either party.
14. Loan Charges. Lender may charge the Borrower any and all fees associated with collecting any amount due under the Note and this Security Instrument. Those fees include but are not limited to: attorneys fees, court costs, repair fees, inspection fees, and valuation fees. The absence of the fee being expressly named is not a preclusion or prohibition of that fee being charged if it is reasonably necessary unless prohibited by this Security Instrument or any applicable law.
15. Notices. Any and all notices given under this Security Instrument by either side must be in writing. If the notice is being given to the Borrower, it will be sent to the Property unless otherwise directed in writing by the Borrower. Notice to either Borrower shall be considered notice to all borrowers unless prohibited by any Applicable Law. Notice can be given by either sending through first class mail with an accompanied e-mail OR by certified mail.
16. Severability. In the event that any provision of this Security Instrument conflicts with any Applicable Law or Public Policy, that portion of this Security Instrument will be stricken or blue penciled if possible and not affect the enforceability of this Security Instrument as a whole.
17. Borrower's Copy. Borrower will be given a copy of both the Note and this Security Instrument.
18. Transfer of the Property or a Beneficial Interest in Borrower. If any portion of this property is sold or transferred or the beneficial interest is assigned to another party, Lender may require immediate payment in full of all sums secured by this Security Instrument. This Mortgage is NOT assignable.
19. Power of Sale. If at any time the mortgagor shall be in default under this Security Instrument, the Mortgagee shall have the right to foreclose and force the sale of the Property. Any delay in exercising this right will not constitute a waiver of that right. Any foreclosure proceeding will not preclude the Mortgagee from pursuing any other remedy granted in this Security Instrument. Borrower will have any right to Reinstate given to him by any Applicable Law.
20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note may be sold or transferred multiple times without prior notice to the Borrower. No terms of the loan will be changed.
21. Hazardous Substances. Borrower shall not use, dispose of or store any hazardous substances on the Property. Hazardous substances are those substances defined by Environmental Law as hazardous, pollutants or waste. Borrower also agrees to not store or allow any item not allowed by Palatine or Cook County on the property whether hazardous or just expressly excluded.

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By Signing below, Borrower accepts and agrees to all of the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

X  11/5/18
Phillip Etter Date

X  11/5/18
Nathan Etter Date

State of Illinois
County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Phillip Etter and Nathan Etter personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed, sealed and delivered in the instrument as 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 5th day of Nov., 2018.





Lender: Dan Huntzicker Living Trust
1395 Remington Rd, Suite S
Schaumburg, IL 60173