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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1833213037

Doc# 1833213037 Fee \$58.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/28/2018 01:07 PM PG: 1 OF 1:

The property identified as: **PIN:** 25-07-115-014-0000

Address:

Street: 9606 S. Damen Ave

Street line 2:

City: Chicago

State: IL

ZIP Code: 60643

Lender: HAHOO, INC.

Borrower: HAHOO-7, INC

Loan / Mortgage Amount: \$45,000.00

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.

1896601 4/4
Old Republic Title
9601 Southwest Highway
Oak Lawn, IL 60453

Certificate number: 7871773F-87F7-4EF9-8CCA-C309CA5345B4

Execution date: 11/9/2018

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UNOFFICIAL COPY**JUNIOR MORTGAGE**

This Mortgage ("**Security Instrument**") is given on ~~October~~ ^{NOVEMBER 9,} 2018. The mortgagor is **HAHOO-7, INC.**, an Illinois corporation ("**Borrower**"). This Security Instrument is given to **HAHOO INC.**, an Illinois corporation ("**Lender**"). Lender's address is 60 W. Terra Cotta Ave., Ste. 196, Crystal Lake, IL 60014. Borrower owes Lender the principal sum of **Forty Five Thousand and 00/100 Dollars (\$45,000.00)**. This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("**Note**"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) 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 the following described property located in Lake County, Illinois:

SEE ATTACHED LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A

which has the address of: **9606 S. Damen Ave., Chicago, IL 60643**
 ("**Property Address**")

Prepared By and Mail To:
 Stuart M. Sheldon, P.C.
STONE POGRUND & KOREY LLC
 1 East Wacker Drive, Suite 2610
 Chicago, IL 60601

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 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 a uniform security instrument covering real property.

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

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 and 2 shall be applied: first to interest due; and last, to principal due.

3. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and imposition attributable to the Property, which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to payment of the obligations secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or, (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of Notice.

4. HAZARD INSURANCE. Borrower shall keep the improvements now existing

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or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage."

5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS.

Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY; MORTGAGE INSURANCE. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amount disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid first to the holder of the First Mortgage, then to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the First Mortgage, then to sums secured by this Security Instrument, whether or not then due with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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

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to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

8. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

10. LOAN CHARGES. If the loan secured by this Security Instrument is subject to a law which sets a 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 under the Note.

11. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to Borrower at the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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12. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. 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. To this end, the provisions of this Security Instrument and the Note are declared to be severable.

13. BORROWER'S COPY. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

14. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by law as of the date of this Security Instrument.

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 delivered or mailed 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.

15. NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

16. Acceleration; Remedies. 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 sum 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 provided in this paragraph 15, including but not limited to, costs of title evidence and reasonable attorneys fees.

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17. LENDER IN POSSESSION. Upon acceleration under paragraph 16 or abandonment of the Property, Lender as mortgagee in possession or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

18. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

19. WAIVER OF HOMESTEAD AND WAIVER OF RIGHT OF REDEMPTION. Borrower waives all right of homestead exemption in the Property, and for themselves, their successors and assigns, and for any and all persons acquiring any interest in or title to the Property subsequent to the date hereof, hereby expressly waive and release any and all right of redemption from sale under order or decree of foreclosure of this Mortgage. Borrower represents and warrants that the loan hereby secured is made for the purpose of carrying on or acquiring a business of the Mortgagor pursuant to the provisions of 815 I.L.C.S. 205/4 (1)(c).

20. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental authority, that any removal, or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial action in accordance with the Environmental Law.

As used in this paragraph 20, "**Hazardous Substances**" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "**Environmental Law**" means federal laws and laws of the jurisdiction where the Property is located that relate to health,

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safety or environmental protection.

21. FORCED PLACED INSURANCE. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender but only after providing Lender with evidence that Borrower has obtained insurance as required by this agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own.

22. PRIOR MORTGAGE. The rights of the Lender under this Mortgage (including, without limitation the rights of the Lender to the proceeds of all Insurance and all Condemnation Awards are subject and subordinate to the rights of the holder of that certain Mortgage dated ~~October 11, 2018~~ ^{November 15, 2018}, given by HAHOO-7, INC. to LINCOLNWAY COMMUNITY BANK in the original principal amount of \$344,025.00, (the "**Prior Mortgage**"), but not as the same may be extended, modified or amended by any document or instrument. Notwithstanding the above, the lien priority of this Mortgage shall not be reduced, by virtue of the provisions of this paragraph, to less than a second mortgage lien, subject in lien only to the Prior Mortgage and liens for real estate taxes and assessments. The Mortgagor further warrants and represents to, and covenants with, the Mortgagee that:

- (A) the Prior Mortgage is and in all respects shall at all times be current and in full force and effect without default on the part of the Mortgagor under the Prior Mortgage;
- (B) the Borrower shall not enter into any agreement with the holder of the Prior Mortgage to amend, modify, renew, increase or in any manner change the terms of the Prior Mortgage or the indebtedness secured by the Prior Mortgage, either orally or in writing and whether or not permitted to do so by the terms of the Prior Mortgage, without the prior written consent of the Lender;
- (C) any default under the Prior Mortgage shall ipso facto constitute a default under this Mortgage;
- (D) the Borrower shall (i) promptly notify the Lender in writing of the occurrence of any default or event of default known to the Borrower under the Prior Mortgage or any instrument or agreement related thereto, (ii) promptly notify the Lender of

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receipt by the Borrower of any notice noting or claiming the occurrence of any default or event of default under the Prior Mortgage or any instrument or agreement relating thereto, and (iii) promptly cause a copy of each such notice received by the Borrower to be delivered to the Lender;

(E) the Borrower shall furnish to the Lender within ten (10) days after the mailing by the Lender of a written request therefor, proof reasonably satisfactory to the Lender of payment of all items which are required to be paid by the Borrower under the Prior Mortgage or any instrument or agreement related thereto; and

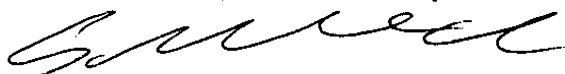
(F) the Lender shall have the right, at its option, to perform the obligations of the Borrower under the Prior Mortgage, following any default under the Prior Mortgage, without the Lender waiving any other of its rights under this Mortgage. Should the Lender exercise its right under this Mortgage to cure a default, the Borrower will reimburse the Lender (on demand by the Lender) for any expenses the Lender shall have incurred pursuant to the provisions of this Section, and any such expenditures shall become a lien upon the Property and shall be secured by this Mortgage (as and when such expenditures are incurred), and shall bear interest at the Default Rate. The Borrower will take all reasonable steps to insure the Lender will have a reasonable opportunity to cure all defaults under the Prior Mortgage.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

IN WITNESS WHEREOF, the Borrower has affixed their hand and seal this 9th day of ~~October~~, 2018.

NOVEMBER

HAHOO-7, INC., an Illinois corporation



By: Marek Serafin, its President

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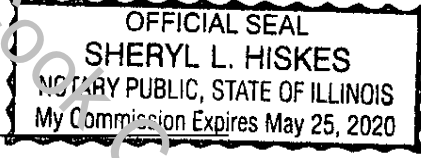
STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

I, Sheryl L. Hiskes, Notary Public in and for said County, in the State aforesaid, do hereby certify that **MAREK SERAFIN** personally known to me and known to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth including the release and waiver of the right of homestead and of any and all rights of redemption from sale under any order or decree foreclosing this Mortgage.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

this 11th day of ~~October~~, 2018
November

Sheryl L. Hiskes
Notary Public



My Commission Expires: _____

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EXHIBIT A

LEGAL DESCRIPTION

LOT 2 IN BLOCK 8 IN FOREST RIDGE, A SUBDIVISION OF THE EAST HALF OF THE NORTH WEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 25-07-115-014-0000

Common Address: 9606 S. Damen Ave., Chicago, IL 60643