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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1905834027

Doc# 1905834027 Fee \$56.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/27/2019 12:08 PM PG: 1 OF 10

The property identified as: **PIN:** 20-25-414-001-0000

Address:

Street: 7601 S. Crandon Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60649

Lender: US Bank, N.A., Trustee of the Ramona Santiago Irrevocable Special Needs "OBRA93" Payback Trust

Borrower: Antonio Breashears

Loan / Mortgage Amount: \$20,000.00

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: DC65BCC7-B9B4-40C6-BEB7-8F54F2D99A10

Execution date: 2/26/2019

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Reserved for Recorder's Use Only

MORTGAGE

THIS MORTGAGE made this 26th day of November, 2018, between ANTONIO BREASHEARS (Mortgagor) and US Bank, N.A., Trustee of the Ramona Santiago Irrevocable Special Needs "OBRA93" Payback Trust (Mortgagee).

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Twenty thousand dollars (\$20,000.00), which indebtedness is evidenced by Mortgagor's Note dated November 26, 2018, (Note);

WHEREAS, the Note provides for payment of the outstanding balance due under the Note on sale or transfer of the property located at 7601 S. Crandon Avenue, Chicago, IL 60649.

NOW, THEREFORE, the Mortgagor, to secure the payment of the Note, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby mortgage, grant, and convey to Mortgagee the following described real estate located in the County of Cook, State of Illinois:

LOT 1 IN MOE'S SUBDIVISION OF THE NORTHWEST QUARTER OF BLOCK 3 IN THE CIRCUIT COURT PARTITION OF THE EAST HALF OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.: 20-25-414-001-0000

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Which has the address of 7601 S. Crandon Avenue, Chicago, IL 60649.

TOGETHER with all the improvements now or hereafter erected on or attached to the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing together with said property are herein referred to as the "Premises".

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Premises, and Mortgagor will warrant, defend generally the title to the Premises against all claims and demands, subject to any declaration, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises.

IT IS FURTHER UNDERSTOOD THAT:

1. Mortgagor shall promptly pay when due the principal of and the interest, if any, on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

2. In addition, the Mortgagor shall:

(a) Promptly repair, restore or rebuild any improvement now or hereafter on the Premises which may become damaged or destroyed.

(b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and the taxes and charges against the Premises, including those heretofore due, and furnish the Mortgagee, upon request, with the original and duplicate receipts therefor, and all such items extended against said Premises shall be conclusively deemed valid for the purpose of this requirement.

(c) Keep the improvements now existing or hereafter erected on the Premises insured against loss or damage by fire, lightning, wind storm or such other hazards, included within the term "extended coverage" as the Mortgagee may reasonably require

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to be insured against under policies providing for payment by the insurance companies or monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until any judicial sale of the Premises has been confirmed; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and the Mortgagor agrees to sign upon demand, all receipts, vouchers and releases required of her by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. All renewal policies shall be delivered at least ten (10) days before such insurance shall expire. All policies shall provide further that Mortgagee shall receive ten (10) days notice prior to cancellation.

(d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the Premises.

(e) Keep said Premises in good condition and repair without waste and free from any mechanics or other lien or claim of lien not expressly subordinated to the lien hereof.

(f) Not suffer or permit any unlawful use of or any nuisance to exist on said Premises; not to diminish nor impair its value by any act or omission to act.

(g) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.

3. The entire indebtedness evidenced by said Note shall be immediately due and payable upon any sale, conveyance, or transfer of any right, title or interest in the Premises or any portion thereof without the prior written approval of the Mortgagee.

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4. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; the Mortgagee may also do any act it may deem necessary to protect the lien hereof; and Mortgagor will repay upon demand any monies paid or disbursed, including reasonable attorney's fees and expenses, by the Mortgagee for any of the above purposes and such monies together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said Premises if not otherwise paid. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder nor shall any acts of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this Mortgage.

5. Time is of the essence hereof. Each of the following shall constitute an "Event of Default":

(a) Failure to pay, when and as due, any principal, interest or other amounts payable on the Note, and such failure shall continue for fifteen days after written notice to Mortgagee; or

(b) Failure to comply with or perform any agreement or covenant of Borrower contained herein, and such failure shall continue for fifteen days after written notice to Mortgagee; or

(c) Proceedings are instituted to enforce any other lien or charge upon any of the Premises, or Mortgagor abandons the Premises, or Mortgagor fails to pay when due any taxes or other charges or assessments on the Premises; or

(d) Any bankruptcy, insolvency, reorganization, arrangement, readjustment, liquidation, dissolution, or similar

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proceeding, domestic or foreign, is instituted by or against Mortgagor; or

(e) Mortgagor shall become insolvent, generally shall fail or be unable to pay his debts as they mature, shall admit in writing his inability to pay debts as they mature, shall make a general assignment for the benefit of creditors, or shall enter into any composition or similar agreement.

Upon the occurrence and during the continuance of any Event of Default specified in (a)-(c) of this section, Mortgagee after giving the required notice at its option may declare all sums secured hereby immediately due and payable, whereupon all such sums thereupon at once mature and become due and payable. Upon the occurrence of any Event of Default specified in (d)-(e) of this section, all sums secured hereby shall be immediately and automatically due and payable without notice, demand or other action of any kind, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY MORTGAGOR. Upon the occurrence and during the continuation of any Event of Default, Mortgagee may, without notice to Mortgagor, apply toward the sums secured hereby any monies of Mortgagor held by Mortgagee, and may proceed to foreclose this mortgage.

6. Upon the commencement of any foreclosure proceeding hereunder, the court in which such proceeding is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under them, and without regard to the solvency of the Mortgagor or the then value of said Premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Premises, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a

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receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of twenty (20%) percent per annum, or if said rate of interest is higher than permitted by state law, then to the highest rate permitted by state law, which may be paid or incurred by or in behalf of the Mortgagee for attorneys' fees, appraiser's fees, court costs and costs (which may be estimated as to include items to be expended after the entry of the decree) and of procuring all such data with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said Premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including a probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. In the event of a foreclosure sale of said Premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable under the terms hereof or not and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid as directed by Court order, and the purchaser shall not be obliged to see to the application of the purchase money.

7. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successor in interest.

8. Any forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or

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remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the indebtedness secured by this Mortgage.

9. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

10. The covenants contained herein shall bind and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee, and Mortgagor. All covenants and agreements of Mortgagor shall be joint and several.

11. Any notice that Mortgagor or Mortgagee may desire or be required to give to the other shall be in writing and shall be mailed or delivered to the intended recipient thereof at its address set forth herein or at such other address as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereto. Any such notice shall be deemed to have been delivered to all parties upon (a) two (2) business days after mailing by United States registered or certified mail, return receipt requested; or (b) one (1) business day after such item is deposited with Federal Express or other generally recognized overnight courier, shipping charges prepaid; or (c) when delivered in person; or (d) transmission by facsimile and follow up by one of the other methods of notice provided in (a) (b) or (c) herein. Unless specifically required herein, notice of the exercise of any option granted to Mortgagor by this Mortgage is not required to be given.

To Mortgagee:

US Bank, N.A., Trustee of the Ramona Santiago Irrevocable
Special Needs "OBRA93" Payback Trust.
1026 Ogden Ave, 2nd Floor
Lisle, IL 60532-1340

Copy to:

David A. Martin
Righeimer MARTIN & CINQUINO, P.C.
20 North Clark Street, Suite 1900
Chicago, IL 60602

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To Mortgagor:

Antonio Breashears
7601 S. Crandon Avenue
Chicago, IL 60649

12. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recording any documentation necessary to release this mortgage.

13. Mortgagor hereby waives all right of homestead exemption in the Premises and grants to Mortgagee the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

14. This Mortgage shall be governed by the law of the State of Illinois. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

15. As additional security hereunder, Mortgagor hereby assigns to Lender the rents of the Premises, provided that Mortgagor shall, prior to acceleration under paragraph 5 hereof or abandonment of the Premises, have the right to collect and retain such rents as they become due and payable.



ANTONIO BREASHEARS

Prepared by:
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STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

I, the undersigned, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Antonio Breashears, 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, sealed and delivered the said instrument as his 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 official seal, this 22nd day of January, 2018.

Valisha Torane Rucker
NOTARY PUBLIC



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