

Illinois Anti-Predatory
Lending Database
Program

Doc#: 1910815061 Fee: \$62.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 04/18/2019 12:53 PM Pg: 1 of 8

Certificate of Exemption



Report Mortgage Fraud

844-768-1713

19-0189-1

The property identified as: PIN: 05-31-401-051-0000

Address:

Street: 936 Long Road

Street line 2:

City: Glenview

State: IL

ZIP Code: 60025

Lender: Robert E Druzinsky and Renee Friedman Druzinsky

Borrower: Charles Posner and Leah Posner

Loan / Mortgage Amount: \$300,000.00

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: 03DE5F46-F968-43A1-9076-1A956FB176C4

Execution date: 4/17/2019

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*19-0189-1

MORTGAGE**RECORDATION REQUESTED BY:**

Robert E. Druzinsky
 Renee Friedman Druzinsky
 3436 Glenview Road
 Glenview, Illinois 60025

WHEN RECORDED MAIL TO:

Rebecca K. Michalek
 Benjamin Gussin & Associates, PC
 801 Skokie Boulevard, Suite 100
 Northbrook, Illinois 60062

FORT DEARBORN TITLE
1370 MEADOW ROAD
NORTHBROOK, IL 60062

SPACE ABOVE THIS LINE IS FOR RECORDER'S
 USE ONLY

THIS MORTGAGE IS DATED April 17, 2019 between Charles Posner and Leah Posner, jointly and severally, whose address is 936 Long Road, Glenview, Illinois 60025 (referred to below as "Mortgagor"); and Robert E. Druzinsky and Renee Friedman Druzinsky, whose address is 3436 Glenview Road, Glenview, Illinois 60025 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Mortgagor mortgages and warrants to Lender all of Mortgagor's right, title and interest in and to the following legally described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all rights to make divisions of the land that are exempt from the platting requirements relating to the real property located in Cook County, State of Illinois (the "Real Property"):

LOT 18 IN BLOCK 3 IN MEISTER NEIBERG RESUBDIVISION OF PART OF UNITED REALTY COMPANY'S GLENAYRE GARDENS IN THE SOUTH ½ OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 936 Long Road, Glenview, Illinois 60025.

The Real Property tax identification number is 05-31-401-051-0000.

2/2

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DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and expenses incurred by Lender to enforce obligations of Mortgagor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Robert E. Druzinsky and Renee Friedman Druzinsky. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Mortgagor and Lender.

Mortgagor. The word "Mortgagor" means Charles Posner and Leah Posner. The Mortgagor is the mortgagor under this Mortgage.

Note. The word "Note" means the Secured Promissory Note dated April 17, 2019 in the original principal amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) from Mortgagor to Lender, together with all renewals of, extensions of, modifications or, refinancings of, consolidations or, and substitutions for the promissory note or agreement.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

THIS MORTGAGE IS GIVEN TO SECURE (1) THE PAYMENTS OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL COVENANTS AND OBLIGATIONS OF MORTGAGOR UNDER THIS MORTGAGE AND THE NOTE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS AND COVENANTS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Mortgagor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Mortgagor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE REAL PROPERTY. Mortgagor and Lender agree that Mortgagor's possession and use of the Real Property shall be governed by the following provisions:

Duty to Maintain. Mortgagor shall maintain the Real Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

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Removal of Improvements. Mortgagor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Mortgagor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Compliance with Governmental Requirements. Mortgagor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Real Property.

DUE ON SALE. In the event of the sale or transfer of the Real Property prior to the due date of the Note, the entire principal amount of the Note and all accrued interest which may be due under the Note shall be at once due and payable no later than the date of closing of said sale of the Real Property. A "sale or transfer" means the legal conveyance of the Real Property or any right, title or interest therein; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract or contract for deed.

TAXES AND LIENS. Mortgagor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Real Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Real Property. Mortgagor shall maintain the Real Property free of all money liens having priority over or equal to the interest of Lender under this Mortgage.

REAL PROPERTY DAMAGE INSURANCE. Mortgagor shall procure and maintain policies of fire insurance on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Mortgagor shall deliver to Lender a certificate of coverage from the insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice.

FULL PERFORMANCE. If Mortgagor pays all the Indebtedness when due, and otherwise performs all of the obligations imposed upon Mortgagor under this Mortgage, Lender shall execute and deliver to Mortgagor a suitable satisfaction of this Mortgage.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Mortgagor to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Mortgagor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Mortgagor or by any governmental agency against any of the Real Property.

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However, this subsection shall not apply in the event of a good faith dispute by Mortgagor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Mortgagor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Right to Cure. If such failure (other than a failure to make any payment when due) is curable, it may be cured (and no Event of Default will have occurred) if Mortgagor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within thirty (30) days; or (b) if the cure requires more than thirty (30) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Mortgagor to declare the entire Indebtedness immediately due and payable.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Mortgagor's interest in all or any part of the Real Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Mortgagor under this Mortgage after failure of Mortgagor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage. After the date that payment of the Indebtedness secured by this Mortgage has been accelerated by Lender, acceptance by Lender of any amount(s) paid by or on behalf of Mortgagor which is less than the full unpaid balance of the Indebtedness, including without limitation all accrued interest, late charges and other amounts due Lender under this Mortgage, shall not be deemed a waiver of default or acceleration, but shall be credited toward the unpaid balance of the Indebtedness, unless Lender shall specifically agree in writing to waive any such default or acceleration or both.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover its reasonable attorneys' fees. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest for the

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enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Mortgagor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO MORTGAGOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Mortgagor, shall be in writing, may be sent by facsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Mortgagor agrees to keep Lender informed at all times of Mortgagor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Mortgagor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Real Property becomes vested in a person other than Mortgagor, Lender, without notice to Mortgagor, may deal with Mortgagor's successors with reference to this Mortgage and the Indebtedness by way of

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forbearance or extension without releasing Mortgagor from the obligations of this Mortgage or liability under the Indebtedness.


Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage or the Note unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Mortgagor, shall constitute a waiver of any of Lender's rights or any of Mortgagor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

[Signature Page Follows]

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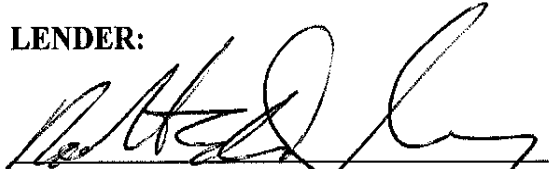
MORTGAGOR COVENANTS AND AGREES TO THE PROVISIONS OF THIS MORTGAGE.

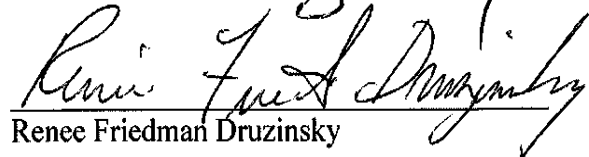
MORTGAGOR:


Charles Posner


Leah Posner

LENDER:


Robert E. Druzinsky

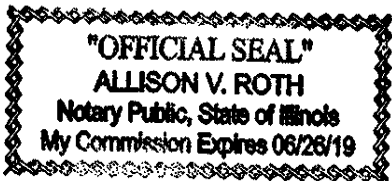

Renee Friedman Druzinsky


ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared Charles Posner and Leah Posner, known to me to be the individuals described in and who executed the Mortgage, as Mortgagor, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, of the uses and purposes therein mentioned.

Given under my hand and official seal this 12 day of April, 2019.



By: 
Notary Public in and for the State of Illinois
my commission expires 6/26/19

This Mortgage was prepared by:

Rebecca K. Michalek
Benjamin, Gussin & Associates, PC
801 Skokie Boulevard, Suite 100
Northbrook, Illinois 60062