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Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption



Report Mortgage Fraud 844-768-1713

Doc# 1919908192 Fee \$93.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/18/2019 03:21 PH PG: 1 OF 4

The property identified as:

PIN: 15-32-310-001-0000

Address:

Street:

17 Ogden Avenue

Street line 2:

City: Western Springs

State: IL

ZIP Code: 60558

Lender: Richard A. Reck

Borrower: Henry Terezczenko, Jr.

Loan / Mortgage Amount: \$39,964.65

County Clark's 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: D120B7DC-6164-4A1F-BE76-9E5255072E3F

Execution date: 6/5/2019

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MORTGAGE

this mortgage is made this 5th day of June , 2019 between HENRY TEREZCZENKO, JR., individually and as the sole Member and Manager of MIKE AND HENRY, LLC, an Illinois limited liability corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, sometimes referred to as MIKE AND HENRY'S LLC, an Illinois LLC, currently of 17 W. Ogden Avenue, Western Springs, Illinois 60558, Mortgagor

for and in consideration of the sum of <u>TEN (\$10.00) Dollars in hand paid, CONVEY AND WARRANT unto RICHARD A.</u> **RECK**, a married man, curre the of 128 Hillcrest Avenue, Hinsdale, Illinois 60521, Mortgagee

for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all reats, issues and profits of said premises, situated in the of County of <u>COOK</u> and State of Illinois, to-wit:

LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A" HERETO.

PERMANENT INDEX NUMBER(S): 13-32-310-001-0000 and 15-32-400-009-0000

FOR RECORDER'S INDEX PURPOSES, INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE: 17 Ogden Avenue, Western Springs, Illinois 60558-1257

(currently operating as an automobile service station)

(Hereby releasing and waiving all rights under and by virtue of the homestead cremption laws of the State of Illinois)
(Hereby acknowledging that said property is NOT the homestead of the Mortgago, and Mortgagor retains no right or interest in the premises under and by virtue of the homestead exemption laws of the State of Illinois).

[STRIKE INAPPLICABLE LANGUAGE]

This conveyance is, for the purpose of securing performance of the covenants and agreements herein.

Whereas, The Mortgagor(s) <u>HENRY TEREZCZENKO, JR. individually and as the sole Member and Manager of MIKE AND HENRY, LLC sometimes referred to as MIKE AND HENRY'S LLC</u> justly indebted upon principal promissory note bearing even date herewith, PAYABLE UPON THE SALE OF THE PREMISES AT 17 OGDEN AVENUE, WESTERN SPRINGS, ILLINOIS 60558-1257, LEGALLY DESCRIBED HEREIN, OR UPON JUNE 1, 2021, WHICHEVER IS SOONER.

The Mortgagor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay prior to the due date in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the Mortgagee herein, with loss clause attached payable to the Mortgagee herein as Mortgagees interests may appear, which policies shall be left and remain with the said Mortgagees until the indebtedness if fully paid.

AMOUNT DUE ON THIS MORTGAGE AS OF THE DATE HEREOF IS THIRTY-NINE THOUSAND NINE HUNDRED SIXTY-FOUR AND 65/100 (\$29,964.65).

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RECORDED MARTERAGE

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IN THE EVENT of failure so to insure, or pay taxes or assessments when due, the Mortgagee or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises, and all money so paid, the Mortgagor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at <u>seven</u> per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at <u>seven</u> per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Mortgagor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof--including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree--shall be paid by the Mortgagor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Mortgagee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Mortgagor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release nereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The Mortgagor of for the Mortgagor and for the heirs, executors, administrators and assigns of the Mortgagor waives all right to the possession of and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose half Mortgage, the court in which such complaint is filed may at once and without notice to the Mortgagor, or to any party claiming under the Mortgagor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

Mortgagor, or to any party claiming under the Mortgagor, appoin	nt a receiver to take possession or charge of said premises with	
power to collect the rents, issues and profits of the said premises		
antitlad on receiving Martanagele reasons ale charges	erformed, the Mortgagee shall release said premises to the party	
Witness the hand and seal of the Mc tgagor this	day of <u>JUNP</u> .	
HIM IIM (SEAL)	MIKE AND HENRY, LLC, an Illinois limited liability	
HENRY TEREZCZENKO, JR., Individually, Mortgag or	corporation, sometimes referred to as MIKE AND	
	HENRY'S LLC, Mortgagor	
	0, 1/	
	By: H (SEAL)	
	HENRY TEREZCZENKO, JR.	
	Sole Member and Sole Manager	
STATE OF Illinois)	~/ <u>/</u>	
) SS.	C/C/T/S	
COUNTY OF <u>Cook</u>)		
I, ROBERT R. EKROTH , a Notary	Public in and for said County, in the State aforesaid, DO	
HEREBY CERTIFY that HENRY TEREZCZENKO, JR., individually and as the sole Member and Manager of MIKE AND		
HENRY, LLC sometimes referred to as MIKE AND HENRY'S LLC personally known to me to be the are 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	or the uses and purposes therein set forth (including the release	
and waiver of the right of homestead) (including the acknowledgn [STRIKE INAPPLICA		
[STRIKE INAPPLICABLE LANGUAGE] Given under my hand and notarial seal this		
Given under my hand and notarial seal this	day of	
•	Robert RElievel	
	Notary Public	
THIS INSTRUMENT PREPARED BY AND		
RETURN RECORDED MORTGAGE TO:	OFFICIAL PETAL	
Robert R. Ekroth, Esq.	OFFICIAL SEAL ' ROBERT R EKROTH	
ROBERT R. EKROTH LAW OFFICE, INC. 15 Salt Creek Lane, Suite 122	NOTARY PUBLIC - ST; TE OF ILLINOIS MY COMMISSION EXP. RES: 08/12/20	
Hinsdale, IL 60521	My Commission Expires	
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EXHIBIT "A"

LEGAL DESCRIPTION

The property commonly known as 17 Ogden Avenue, Western Springs, Illinois 60558-1257 is legally described as follows:

PARCEL 1: LOT 1 IN BLOCK 1 IN MARTIN'S ADDITION TO FIELD PARK, BEING A SUBDIVISION OF THE EAST 3/8TH OF THE WEST ½ OF THAT PART OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, AND THE EAST 783.13 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF NAPERVILLE ROAD (OTHERWISE KNOWN AS OGDEN AVENUE), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: OUTLOT OF "A" OF PARSON'S SUBDIVISION OF PART OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL ME/JIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1976. AS DOCUMENT NUMBER 23350931, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER(S): 15-32-310-021-0000 and 15-32-400-009-0000