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Illinois Anti-Predatory Lending Database Program

Doc# 1922528020 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 08/13/2019 11:02 AM Pg: 1 of 8

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 07-14-410-006-0000**

Address:

Street: 413 Jason Lane

Street line 2:

City: Schaumburg

State: IL

ZIP Code: 60173

Lender: Tadeusz Kozlowski and Bogumila Z. Kozlowski

Borrower: Jerzy Kozlowski

Loan / Mortgage Amount: \$416,000.00

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: 367D3FEB-2C7A-4A78-94E3-E4C3F2D85A64

Execution date: 8/9/2019

DP 7/14/19 - 08/13/19 (Day)

Property of Cook County Clerk's Office

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PREPARED BY AND WHEN RECORDED
MAIL TO:

Lee F. DeWald
DEWALD LAW GROUP PC
1237 South Arlington Heights Road
Arlington Heights, Illinois 60005

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

MORTGAGE

This mortgage is made and entered into this 9th day of August, 2019, by and between TADEUSZ KOZLOWSKI and BOGUMILA Z KOZLOWSKI (hereinafter referred to as Mortgagors) and JERZY KOZLOWSKI (hereinafter referred to as Mortgagee).

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the Mortgagors do hereby mortgage, sell, grant, assign, and convey unto the Mortgagee, his successors and assigns, all of the following described property situated and being in the County of Cook, State of Illinois, free from all rights and benefits under and by virtue of the homestead exemption laws. Mortgagors hereby release and waive all rights under and by virtue of the homestead exemption law of this state.

For Legal Description, See Exhibit "A" Attached Hereto and Made a Part Hereof

Property Commonly Known as: 413 Jason Lane, Schaumburg, Illinois 60173

Permanent Index No(s): 07-14-410-006-0000

THIS MORTGAGE SECURES A PROMISSORY NOTE DATED AUGUST 9, 2019.

Together with and including all buildings, all fixtures, including, but not limited to, all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the Mortgagors hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the Mortgagors shall be entitled to the possession of said property and to collect and retain the rents, issues and profits until default hereunder) to have and to hold the same unto the Mortgagee and the successors in interest of the Mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The Mortgagors covenant that they are lawfully seized and possessed of and have the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that they bind themselves and their successors in interest to warrant and defend the title against the claims of all persons whomsoever.

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This instrument is given to secure the payment of a Promissory Note dated August 9, 2019 in the sum of \$416,000.00 signed by TADEUSZ KOZLOWSKI and BOGUMILA Z. KOZLOWSKI.

1. The Mortgagors covenant and agree as follows:

a. They will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. They will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee.

c. They will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the Mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by Mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorney's fees reasonably incurred in any other way shall be paid by the Mortgagors.

d. For better security of the indebtedness hereby secured, upon the request of the Mortgagee, its successors or assigns, they shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to Mortgagee). Furthermore, should Mortgagors fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, Mortgagors hereby agree to permit Mortgagee to cure such default, but Mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. They will continuously maintain hazard insurance, of such type or types and in such amounts as the Mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to Mortgagee and the policies and renewals thereof shall be held by Mortgagors and have attached thereto loss payable clauses in favor of the Mortgagee. In event of loss, Mortgagors will give immediate notice in writing to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagors and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or the restoration or repair of the property damages or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured

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hereby, all right, title, and interest of the Mortgagors in and to any insurance policies then in force shall pass to the purchaser or Mortgagee or, at the option of the Mortgagee, may be surrendered for a refund.

g. They will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the Mortgagors to keep the building on said premises and those erected on said premises, or improvements thereon, in good repair, the Mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. They will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the Mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. They will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the Mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under said note, and Mortgagee is hereby authorized, in the name of the Mortgagors, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The Mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the Mortgagor's right to possession, use, and enjoyment of the property, at the option of the Mortgagee or his assigns (it being agreed that the Mortgagor shall have such right until default). Upon any such default, the Mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The Mortgagors covenant and agree that if they shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the Mortgagee or assigns, regardless of maturity, and the Mortgagee or his assigns may before or after entry sell said property without

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appraisement (the Mortgagors having waived and assigned to the Mortgagee all rights of appraisement):

(I) at judicial sale pursuant to the provisions of Illinois Mortgage Foreclosure Act; or

(II) at the option of the Mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks' in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the Mortgagors (and said Mortgagee, or any person on behalf of said Mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county or city courthouse for the county in which the property is located. The Mortgagee is hereby authorized to execute for and on behalf of the Mortgagors and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said Mortgagors hereby constitutes and appoints the Mortgagee or any agent or attorney of the Mortgagee, the agent and attorney in fact of said Mortgagors to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity of right of redemption, homestead, dower, and all other exemptions of the Mortgagors, all of which are hereby expressly waived and conveyed to the Mortgagee; or

(III) take any other appropriate action pursuant to state or federal statute either in state or federal court or otherwise for the disposition of this property.

In the event of a sale as hereinbefore provided, the Mortgagors or any persons in possession under the Mortgagors shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the Mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the Mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency*.

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6. In the event the Mortgagors fail to pay any federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the Mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the Mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the Mortgagors pay and discharge the indebtedness evidenced by said promissory note, and pay such sums and discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be cancelled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

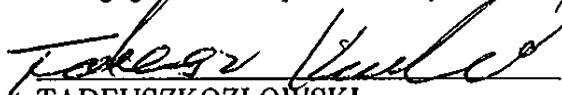
8. No waiver of any covenant herein, or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the Mortgagors pursuant to the provisions of this instrument shall be addressed to the Mortgagors at 413 Jason Lane, Schaumburg, Illinois 60173 and any written notice to be issued to the Mortgagee shall be addressed to the Mortgagor at 20626 Plumwood Drive, Kildeer, Illinois 60047.


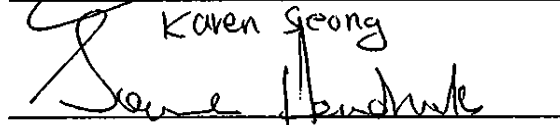
a. Mortgagors on behalf of themselves and each and every person claiming by, through or under Mortgagors, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to Mortgagee's right to any remedy, legal or equitable, which Mortgagee may pursue to enforce payment of and to effect collection of all or any part of the indebtedness secured by this mortgage, and without prejudice to Mortgagee's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this mortgage.

IN WITNESS WHEREOF, the Mortgagors have executed this instrument and the Mortgagee has accepted delivery of this instrument as of the day and year aforesaid.


TADEUSZKOZLOWSKI


BOGUMILA Z. KOZLOWSKI

Executed and delivered in the presence of the following witnesses:


Karen Seong

Sonja Hendricks

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MARCIN BOS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, TADEUSZ KOZLOWSKI and BOGUMILA Z. KOZLOWSKI, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of August, 2019.



Marcin Bos
Notary Public

My commission expires: 01/15/2023

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 21 IN PLAT OF SUBDIVISION OF OLD SCHAUMBURG, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 1993 AS DOCUMENT 93714444, IN COOK COUNTY, ILLINOIS.

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