

# UNOFFICIAL COPY

A19 22410 CM

Doc#: 1923245034 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 08/20/2019 11:38 AM Pg: 1 of 10

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: **FIN: 27-14-404-006-0000**

**Address:**

**Street:** 15603 S. 82nd Avenue

**Street line 2:**

**City:** Orland Park

**State:** IL

**ZIP Code:** 60462

**Lender:** Patrick J. Roe Revocable Trust Dated April 6, 1998

**Borrower:** Hagy Properties, LLC an Illinois Limited Liability Company

**Loan / Mortgage Amount:** \$296,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 777/0 et seq. because the application was taken by an exempt entity.

**Certificate number:** 2C67E5E3-D395-4556-9087-04386BA4F8DA

**Execution date:** 8/16/2019

# UNOFFICIAL COPY

## REAL ESTATE MORTGAGE

**THIS MORTGAGE** is made this 16 day of August, 2019, between the Mortgagor, Hagy Properties LLC, an Illinois limited liability company, of 10246 Huntington Court, Orland Park, Illinois 60462, herein referred to as "Borrower", and the Mortgagee, PATRICK J. ROE REVOCABLE TRUST dated April 6, 1998 as amended and restated, of 405 Sea Grove Lane Unit 201, Naples, FL 34110, herein referred to as "Lender".

**WHEREAS**, Borrower is indebted to Lender in the principal sum of TWO HUNDRED NINETY-SIX THOUSAND and 00/100's (\$296,000.00) DOLLARS, which indebtedness is evidenced by Borrower's Promissory Notes bearing multiple dates (herein "Note"), providing for payments of principal and interest.

**TO SECURE** to Lender (a) the repayment of the indebtedness and other money due under the provisions of the Note, with interest thereon, the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower in this Mortgage and the Note, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

LOT 425 IN ORLAND GOLD VIEW UNIT 6, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 15603 S. 82nd Avenue, Orland Park, Illinois 60462

As additional security, Borrower agrees to place in escrow a Warranty Deed conveying the Property to Lender.

**TOGETHER** with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents 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 covenants are herein referred to as the "Property".

# UNOFFICIAL COPY

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

**2. Payment of the Note.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any other sums due thereunder, and any sums due under the provisions of this Mortgage.

**3. Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower covenants and warrants that Borrower has not executed any contracts for any improvements to the Property which pre-date this Mortgage or which could result in any mechanics lien claim having priority over this Mortgage. In the event of a breach of this covenant, Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower and Borrower's guarantors of the Note shall agree in writing to the payment of the obligation secured by such lien in the manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof. Borrower and Borrower's guarantors of the Note hereby agree to indemnify Lender for all damages, expenses, costs, and claims, including reasonable attorney fees, arising from any mechanics lien against the Property.

**4. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is

# UNOFFICIAL COPY

economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraph 2 hereof or change the amount of such installments. If under Paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

**5. Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

**6. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, mechanics lien foreclosure, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Paragraph 6 with interest thereon, shall become additional indebtedness of Borrower under the Note secured by this Mortgage. Unless Borrower and Lender agree to other terms of Payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph 6 shall require Lender to incur any expense or take any action hereunder.

**7. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**8. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part

# UNOFFICIAL COPY

thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the payments referred to in Paragraph 2 hereof or change the amount of payments.

**9. Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

**10. Forbearance By Lender Not A Waiver.** Any forbearance by Lender 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 remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

**11. Remedies Cumulative.** 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.

**12. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

# UNOFFICIAL COPY

**13. Notice.** Any notice or other communication required or permitted to be given to a party under this Mortgage shall be in writing, unless otherwise specified in this Mortgage, and shall be deemed given when delivered personally or by electronic transmission or sent by registered or certified mail (return receipt requested) or by next day courier (with evidence of delivery and postage and other fees prepaid) as follows:

To Mortgagor:

Michael Hagy  
 Hagy Properties LLC  
 10246 Huntington Court  
 Orland Park, Illinois 60462  
[hagy.michael@yahoo.com](mailto:hagy.michael@yahoo.com)

with a copy to:

Thomas A. Appel, P.C.  
 18311 North Creek Drive, Ste. 1  
 Tinley Park, IL 60477  
 Attn: Thomas A. Appel  
[tappel@appellawfirm.com](mailto:tappel@appellawfirm.com)

To Mortgagee:

Patrick J. Roe, Trustee  
 Patrick J. Roe Revocable Trust  
 405 Sea Grove Lane Unit 201  
 Naples, FL 34110  
[proe999@gmail.com](mailto:proe999@gmail.com)

or to such other representative or at such other address of a party as such party may furnish to the other parties in writing. Any notice which is delivered personally or by electronic transmission in the manner provided herein shall be deemed to have been duly given to the party to whom it is directed upon actual receipt by such party or its agent. Any notice which is addressed and mailed in the manner herein provided shall be conclusively presumed to have been duly given to the party to which it is addressed at the close of business, local time of the recipient, on the fourth Business Day after the day it is so placed in the mail (or on the first Business Day after placed in the mail if sent by overnight courier) or, if earlier, the time of actual receipt.

**14. Governing Law.** This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

# UNOFFICIAL COPY

**15. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**16. Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower, including a Contract for Conditional Sale, or Installment Sales Contract, without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of purchase money security interest, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this Paragraph 16, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall give Borrower notice of acceleration in accordance with Paragraph 13 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is given within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 17 hereof.

**17. Acceleration; Remedies.** Except as provided in Paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in Paragraph 13 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, and request a deed pursuant to the Escrow Agreement executed by the parties.

**18. Additional Provisions.** Mortgagor agrees that (1) He and any Tenants occupying the Premises will comply with all Environmental Laws and reporting requirements with respect to handling, storage, transportation and disposal of Hazardous Materials on the Premises; (2) agrees to provide Mortgagee with a copy of any environmental site assessment obtained by or prepared at the direction of the Mortgagor; (3) agrees to provide Mortgagee with written notice of any release, remediation and disposal of Hazardous Materials on the Premises, together with copies of all notices to or from federal, state or local agencies relating to such matters.

If the presence of Hazardous Materials (as herein defined) on the Premises is caused by Mortgagor, or Mortgagor's agent, employee, invitee, licensee, tenant or subtenant, and such Hazardous Materials result in contamination of the premises, then Mortgagor shall defend, hold harmless and indemnify the Mortgagee from any and all claims, judgments, damages, penalties,

# UNOFFICIAL COPY

finances, costs, liabilities or losses resulting from the presence of such Hazardous Materials, including, without limitation, reasonable attorney's fees and costs incurred in connection with any investigation of site conditions or any clean-up, remedial removal or restoration work required by any federal, state or local governmental agency or political subdivision because of such Hazardous Materials present on the Premises; and including reasonable attorney's fees expended in enforcement of this indemnity. Without limiting the foregoing, if the presence of any such Hazardous Materials on the Premises results in any contamination of the Premises, Mortgagor shall promptly take all actions at his sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises.

Hazardous Materials is hereby defined to include any and all chemicals, organic and inorganic compounds, polymers, solvents, substances or wastes regulated under CERCLA; oil and petroleum products, asbestos containing materials, and all other materials classified under Environmental Laws (federal, State or local) as caustic, explosive, hazardous, toxic or volatile, or for which the laws set forth reporting requirements.

**19. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower.

**20. Waiver of Valuation and Appraisal.** Borrower hereby waives all right of valuation and appraisal.

THE REST OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK



# UNOFFICIAL COPY

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

### BORROWER

Hagy Properties LLC, an Illinois limited liability company

By: *M- JL*  
Its Manager

10246 Huntington Court  
Orland Park, Illinois 60462

STATE OF ILLINOIS     )  
  )   SS:  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Hagy is 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 16 day of August, 2019.



*[Signature]*  
Notary Public

My Commission expires: 11-08-2022

This instrument prepared by: Thomas A. Appel, Attorney at Law; 18311 North Creek Drive, Suite I, Tinley Park, IL 60477 (708) 468-8165

RETURN TO:

Thomas A. Appel  
THOMAS A. APPEL, P.C.  
8311 North Creek Drive, Suite I  
Tinley Park, IL 60477

# UNOFFICIAL COPY

## Legal Description

LOT 425 IN ORLAND GOLD VIEW UNIT 6, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address:  
15603 S. 82nd Ave  
Orland Park, IL 60462

Pin: 27-14-404-006-0000

Property of Cook County Clerk's Office