

Illinois Anti-Predatory  
Lending Database  
Program

Doc#: 1935715050 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 12/23/2019 01:46 PM Pg: 1 of 4

Certificate of Exemption



Report Mortgage Fraud

844-768-1713

587734 39386

The property identified as: **PIN: 16-05-111-005-0000**

Address:

Street: 109 LeMoyne Parkway

Street line 2:

City: Oak Park

State: IL

ZIP Code: 60302

Lender: Brian H Volkens

Borrower: JBMM Investments LLC

Loan / Mortgage Amount: \$163,500.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 17/70 et seq. because it is not owner-occupied.

Certificate number: F8003A92-BB2F-4DBB-BDEC-17B5172F05F7

Execution date: 12/13/2019

# UNOFFICIAL COPY

When recorded mail to:

Stewart Title  
700 E. Diehl Rd., Suite 180  
Naperville, IL 60653

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Prepared by: Brian Volkens, 12229 Oakmont St., Overland Park, KS 66213-2258 phone: 563-249-9500

## MORTGAGE

THIS INDENTURE, made this 12<sup>th</sup> day of December 2019 between **JBMM INVESTMENTS LLC**, whose address is 2033 Milwaukee Avenue, #372, of the county of Lake in the State of Illinois, as Mortgagor and **Brian H. Volkens**, whose address is 12229 Oakmont Street, Overland Park, of the State of Kansas, as mortgagee, is as follows:

In consideration of the sum of \$ **163,500.00** the receipt of which is acknowledged, said mortgagor does hereby mortgage and warrant to said mortgagee, mortgagee's successors, heirs, and assigns, all the following described Real Estate situated in **Cook County, Illinois**:

**Lot 4 in Block 8 in Fair Oaks Terrace a Subdivision of the East 50 acres of the North 75 acres of the North West ¼ of Section 5, Township 39 North, Range 13, East of The Third Principal Meridian in Cook County, Illinois.**

And commonly known and numbered as: 109 Le Moyne, <sup>Parkway</sup> Oak Park IL 60302  
The PIN is: 16-05-111-005-0000 (Volume number 138)

Said mortgagor hereby covenants and agrees that at the delivery of this instrument, mortgagor is the lawful owner of said premises above granted, free and clear of all encumbrances and mortgagor will warrant and defend the same against all lawful claims whatsoever.

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TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.

Said mortgagor hereby agrees to pay all taxes and assessments levied on said premises before any penalties or costs shall accrue on account thereof, and to keep said premises insured against loss by fire, windstorm, tornado and extended coverage in favor of the mortgagee in the sum of at least the unpaid principal balance of this mortgage.

The mortgagor shall not, without the mortgagee's express written consent, permit the creation of any liens or encumbrances on the mortgaged property other than the lien of this mortgage, and shall pay when due all obligations which, if unpaid, might result in a lien or encumbrance on the mortgaged property including, but without limiting the generality of the foregoing, all claims of mechanics, materialmen, laborers and others for work or labor performed, or materials or supplies furnished.

This mortgage is executed to secure payment of the sum of **\$163,500.00** advanced by mortgagee to mortgagor, with interest and charges as may become due to mortgagee under the terms of the Promissory Note hereby secured which note is hereby made a part hereof, and which is to be paid by mortgagor to mortgagee with interest as provided therein, with the final installment due and payable. Mortgagor may prepay this loan, in full or in part, at any time in accordance with the terms of the Promissory Note, and interest shall cease on the amount so paid. It is the intention and agreement of the parties that this mortgage also secures any future advancements made to mortgagor by mortgagee and all indebtedness which mortgagor may owe to mortgagee, however evidenced, whether by note, book account or otherwise, provided, that the lien of the mortgage shall not exceed at any one time the maximum amount stated in this mortgage. This mortgage shall remain in full force and effect until all amounts hereby secured, including advancements, are paid in full, with interest. Upon the maturing of the indebtedness for any cause, the total debt of such additional loans, if any, with interest, shall be considered matured, and shall be collectible out of the proceeds of sale through foreclosure or otherwise.

Mortgagor shall pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee including abstract or title insurance expenses, because of the failure of the mortgagor to comply with the provision of said Note and this Mortgage, and the same are secured by this Mortgage.

Promissory Note dated December 13, 2019 outlines the terms of Repayment and Maturity Date of said Promissory Note.

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The failure of mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of this right to assert the same at a later date and to enforce strict compliance with all the terms and provision of said Note and of this Mortgage.

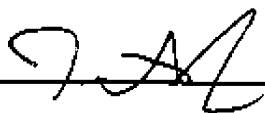
If default is made in such payment or any part thereof, or interest thereon, or in the taxes and assessments assessed on said premises, or if the insurance is not kept up thereon, or if any other terms of said Note or this Mortgage are breached by the mortgagor, the whole principal of said debt, with interest, and all taxes and accruing penalties and interest and costs remaining unpaid or which may have been paid by mortgagee, and all sums paid by mortgagee for insurance, shall become immediately due and payable, at the option of mortgagee; and it shall be lawful for mortgagee at any time thereafter to take possession of said property and foreclose and sell the same, or any part thereof, in the manner prescribed by law.

If all or any part of the mortgaged property is sold, transferred or conveyed without mortgagee's prior written consent, mortgagee may at its option, declare all the sums secured by this mortgage to be immediately due and payable and foreclose this Mortgage. The acceptance of one or more payments on the indebtedness secured by this Mortgage made by anyone other than the mortgagor shall not constitute consent to or approval of a sale, transfer or conveyance. Any consent or waiver of this due on sale agreement must be in writing signed by mortgagee.

This mortgage shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.


IN WITNESS WHEREOF, said mortgagor has executed this document the day and year first above written.

**JBMM INVESTMENTS LLC**

By: , Member

The foregoing instrument was acknowledged before me this 13TH day of December 2019 by JONATHAN LESS, Member of JBMM INVESTMENTS LLC.

WITNESS my hand and official seal:

  
NOTARY PUBLIC

10/21/20  
My Commission Expires

