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Doc# 2103234048 Fee \$93.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/01/2021 10:49 AM PG: 1 OF 9

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 03-34-130-011-0000**

Address:

Street: 401 N. Pine St.

Street line 2:

City: Mount Prospect

State: IL

ZIP Code: 60056

Lender: Thomas W. Voigts as trustee if the Thomas W. Voigts Trust dated January 11, 2021

Borrower: Adam N. Voigts and Elizabeth R. Voigts

Loan / Mortgage Amount: \$260,000.00

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 or person.

Certificate number: 6921DCBD-E346-40F6-AF09-75DCFCAC4353

Execution date: 1/12/2021

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THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Patricia C. Kraft
131 East Calhoun St.
Woodstock, Illinois 60098



MORTGAGE

THIS MORTGAGE is made as of January 12, 2021, by **Adam N. Voigts and Elizabeth R. Voigts** ("Borrower") to **Thomas W. Voigts as trustee of the Thomas W. Voigts Trust dated January 11, 2021** ("Lender").

WITNESSETH:

WHEREAS, Borrower has executed and delivered to Lender that certain Promissory Note of even date herewith (as the same may be amended, restated, or modified from time to time, the "Note"), payable to the order of Lender in the initial principal amount of **TWO HUNDRED SIXTY THOUSAND AND No/100 Dollars (\$260,000.00)** or such lesser total amount as may be disbursed thereon, which note bears 3% interest and is payable to Lender as more fully described therein and which Note shall mature as provided therein, but in no event later than September 1, 2044; and

WHEREAS, Lender is desirous of securing the prompt payment of the Note together with interest thereon in accordance with the terms of the Note, and any additional indebtedness accruing to Lender on account of any future payments, advances or expenditures made by Lender pursuant to, or any other obligation of Borrower arising under, any of the following documents (collectively, the "Loan Documents"): (i) the Note, (ii) this Mortgage.

NOW, THEREFORE, to secure the payment, performance and observance by Borrower of all of the terms, covenants and conditions contained herein and in the Note, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, Borrower has executed and delivered this Mortgage and does hereby grant a lien and/or security interest, as applicable, in, and grant, convey, assign, mortgage and warrant and confirm, to Lender and its successors and assigns forever, the property hereafter described (the "Mortgaged Property"):

Legal Description attached as Exhibit A

Permanent Real Estate Index Number(s): 03-34-130-011-0000

together with all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Mortgaged Property (the "Improvements").

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TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Lender, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein contained.

THIS MORTGAGE IS GIVEN TO SECURE payment of the principal and interest evidenced by the Note, and performance of each and every of the covenants, conditions and agreements of Borrower contained in this Mortgage or in any of the other Loan Documents (all of which obligations are referred to herein as the "indebtedness").

PROVIDED, HOWEVER, THE FOREGOING PRESENTS are made upon the condition that, if Borrower shall pay or cause to be paid to Lender the principal and interest payable pursuant to the Note at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by Borrower and shall keep, perform and observe each and every one of the covenants and promises in this Mortgage, then this Mortgage shall cease, terminate and be void; however, if such conditions are not all satisfied, this Mortgage shall otherwise remain in full force and effect.

BORROWER FURTHER COVENANTS AND AGREES WITH LENDER AS FOLLOWS:

ARTICLE 1

BORROWER'S COVENANTS, REPRESENTATIONS AND WARRANTIES

1.1 **Performance under the Loan Documents.** Borrower shall perform, observe and comply with all of the provisions hereof and of the Note and shall duly and punctually pay to Lender the principal sum of money expressed in the Note with interest thereon at the times and in the manner provided in the Note and in the Loan Documents and all other sums required to be paid by Borrower pursuant to the provisions of this Mortgage, all without any deductions or credit for taxes or other similar charges paid by Borrower.

1.2 **Insurance and Real Estate Taxes.** Borrower shall, at its expense, maintain insurance policies and keep insured the entire Property for its replacement value, and shall pay when due all real estate taxes and other charges or assessments against the property which would become liens against the Property if left unpaid.

1.3 **General Care of the Property.** Borrower shall preserve and maintain or cause to be preserved and maintained the Mortgaged Property in good condition and repair, shall not commit or suffer any waste thereof, and shall keep the same in a clean and orderly condition.

ARTICLE 2

BORROWER'S DEFAULT

2.1 **Borrower's Defaults and Lender's Remedies.**

(a) **Events of Default.** Each of the following shall constitute an "Event of Default" under this Mortgage:

(i) Borrower fails to pay, when due, any interest or installment of principal on the Note and such failure continues for a period of five (5) days after notice thereof from Lender; or

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(ii) Borrower fails to pay, when due, any amount payable under this Mortgage other than principal or interest, and such failure continues for a period of 10 Business Days after notice thereof from Lender to Borrower; or

(iii) Borrower fails to keep or perform any of the agreements, undertakings, obligations, covenants or conditions under this Mortgage not expressly referred to in another clause of this Section and (A) such failure continues for a period of 30 days after notice thereof from Lender to Borrower, or (B) if such failure cannot, because of its nature, be cured within said 30-day period, then, if Borrower commences curing such failure within said 30-day period and diligently continues such cure, such failure continues for an additional 90-day period after an additional notice; or

(iv) any "Event of Default" occurs beyond any applicable grace period, as defined under any of the Loan Documents, including without limitation, the Loan Agreement; or

(v) the filing of a petition by Borrower for relief under the Bankruptcy Reform Act of 1978 (11 USC §§ 101-1330), as hereafter amended or recodified (the "Bankruptcy Code"), or under any other present or future state or federal law regarding bankruptcy, reorganization or other debtor relief law; the filing of any pleading or an answer by Borrower in any involuntary proceeding under the Bankruptcy Code or other debtor relief law which admits the jurisdiction of the court or the petition's material allegations regarding Borrower's insolvency; a general assignment by Borrower for the benefit of creditors; or Borrower applying for, or the appointment of, a receiver, trustee, custodian or liquidator of Borrower or any property of Borrower; or

(vi) the failure at any time of the Mortgage to be a valid first lien upon the Mortgaged Property or any portion thereof, subject only to Permitted Liens, other than as a result of any release or reconveyance of the Mortgage with respect to all or any portion of the Mortgaged Property pursuant to the terms and conditions of the Loan Documents or due to Lender's act or omission.

(b) **Lender's Remedies.** Upon the happening of any Event of Default, Lender shall have the right, if such Event of Default shall then be continuing, in addition to all the remedies conferred upon Lender by law or equity or the terms of the Loan Agreement or any Loan Document, to the extent permitted by law, to do any or all of the following, concurrently or successively, without notice to Borrower:

(i) Declare the Note to be, and it shall thereupon become, immediately due and payable; or

(ii) Enter upon and take possession of the Mortgaged Property and do anything necessary or desirable to fulfill the obligations of Borrower under the Loan Documents and to sell, manage, maintain, repair and protect the Mortgaged Property.

2.2 **Protective Advances.** If an Event of Default occurs, Lender may (but shall in no event be required to) cure any such Event of Default and any amounts expended by Lender in so doing, including, without limitation, all funds so furnished by Lender shall (i) be deemed advanced by Lender under an obligation to do so regardless of the identity of the person or persons to whom such funds are furnished, (ii) constitute additional advances hereunder, the payment of which is additional indebtedness evidenced by the Note, and (iii) become due and owing, at Lender's demand, with interest accruing from the date of disbursement thereof until fully paid at the Default Rate.

2.3 **Other Remedies.** If any Event of Default shall occur and be continuing, Lender may, in addition to any other rights and remedies hereunder, exercise any and all remedies provided in any of the

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other Loan Documents.

2.4 **No Lender Liability.** To the extent permitted by law, Lender shall have no liability for any loss, damage, injury, cost or expense resulting from any action or omission by it, or any of its representatives, which was taken, omitted or made in good faith except losses, damages, injuries, costs or expenses resulting from Lender's gross negligence or willful misconduct.

2.5 **Lender's Attorneys' Fees.** In case of any Event of Default hereunder, Borrower shall pay Lender's reasonable attorneys' fees and expenses in connection with the enforcement of this Mortgage or any of the other Loan Documents.

2.6 **Lender's Power of Enforcement.** If an Event of Default shall have occurred and be continuing, Lender may, either with or without entry or taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (i) to enforce payment of the Note or the performance of any term, covenant, condition or agreement of this Mortgage or any other right, (ii) to foreclose this Mortgage and to sell the Mortgaged Property as an entirety or otherwise, as Lender may determine, and (iii) to pursue any other remedy available to it, including, without limitation, any remedy available to it under any of the Loan Documents, all as Lender shall deem most effectual for such purposes. Lender may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Lender may determine. Lender may elect to pursue any one or more or all of the foregoing.

2.7 **Purchase by Lender.** Upon any foreclosure sale, Lender may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price.

2.8 **Fees and Expenses; Application of Proceeds of Sale.** In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness secured hereby in the decree for sale, to the extent permitted by law, all costs and expenses which may be paid or incurred by or on behalf of Lender or the holder of the Note for reasonable attorneys' fees and expenses, appraiser's fees and expenses, receiver's fees and expenses, insurance, taxes, outlays for documentary and expert evidence, costs for preservation of the Mortgaged Property, stenographer's charges, publication cost and costs of procuring all abstracts of title, title searches and examinations, and similar data and assurances with respect to title as Lender or the holder of the Note may deem to be necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Mortgaged Property, or for any other reasonable purpose. The amount of any such costs and expenses which may be paid or incurred after the decree for sale is entered may be estimated and the amount of such estimate may be allowed and included as additional indebtedness secured hereby in the decree for sale. In the event of a foreclosure sale of the Mortgaged Property, the proceeds of said sale shall be applied first to the expenses of such sale and of all proceedings in connection therewith, including, without limitation, attorneys' fees and expenses, then to insurance premiums, liens, assessments, taxes and charges, including, without limitation, utility charges, then to payment of the outstanding principal balance of the indebtedness secured hereby, then to the accrued interest on all of the foregoing, and, finally, the remainder, if any, shall be paid to Borrower.

2.9 **Remedies Cumulative.** No right, power or remedy conferred upon or reserved to Lender by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

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ARTICLE 3

MISCELLANEOUS

3.1 **Time of the Essence.** Time is of the essence of this Mortgage.

3.2 **Severability.** Any provision of this Mortgage which is unenforceable or invalid or contrary to law, or the inclusion of which would adversely affect the validity, legality or enforcement of this Mortgage, shall be of no effect and, in such case, all the remaining terms and provisions of this Mortgage shall subsist and be fully effective according to the tenor of this Mortgage the same as though any such invalid portion had never been included herein. Notwithstanding any of the foregoing to the contrary, if any provisions of this Mortgage or the application thereof are held invalid or unenforceable only as to particular persons or situations, the remainder of this Mortgage, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

3.3 **Notices.** Any notice which either party hereto may be required or may desire to give hereunder shall be deemed to have been given if in writing and if delivered personally, or if mailed, postage prepaid, by United States registered or certified mail, return receipt requested, or if delivered by a responsible overnight courier, or if sent by facsimile, addressed:

if to Borrower:

Adam N. Voigts and Elizabeth R. Voigts
401 N. Pine Street
Mount Prospect, IL 60056

With copy to:

in the case of Lender to:

Thomas W. Voigts as trustee of the Thomas W. Voigts Trust
dated January 11, 2021
1025 Zange Dr.
Algonquin, IL 60102,

With copy to:

Patricia C. Kraft
131 E. Calhoun St.
Woodstock, IL 60098

or to such other address or addresses as the party to be given notice may have furnished in writing to the party seeking or desiring to give notice, as a place for the giving of notice, provided that no change in address shall be effective until 7 days after being given to the other party in the manner provided for above. Any notice given in accordance with the foregoing shall be deemed given when delivered personally or, if mailed, 3 business days after it shall have been deposited in the United States mails as aforesaid or, if sent by overnight courier, the business day following the date of delivery to such courier or, if sent by facsimile, when sent and receipt has been confirmed.

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3.4 **Documentation.** All documents and other matters required by any of the provisions of this Mortgage to be submitted or furnished to Lender shall be in form and substance satisfactory to Lender.

3.5 **Additional Assurances.** Borrower agrees that, at any time or from time to time, upon the written request of Lender, Borrower will execute all such further documents and do all such other acts and things as Lender may request to effectuate the transaction herein contemplated.

3.6 **Choice of Law.** This Mortgage shall be governed by and construed in accordance with the internal laws of the State of Illinois. Nothing herein shall be deemed to limit any rights, powers or privileges which Lender may have pursuant to any law of the United States of America or any rule, regulation or order of any department or agency thereof and nothing herein shall be deemed to make unlawful any transaction or conduct by Lender which is lawful pursuant to, or which is permitted by, any of the foregoing.

3.7 **No Third Party Beneficiary.** This Mortgage is made for the sole benefit of Borrower and Lender, and no other person shall be deemed to have any privity of contract hereunder nor any right to rely hereon to any extent or for any purpose whatsoever, nor shall any other person have any right of action of any kind hereon or be deemed to be a third party beneficiary hereunder.

3.8 **No Waiver.** No waiver of any term, provision, condition, covenant or agreement herein contained shall be effective unless set forth in a writing signed by Lender, and any such waiver shall be effective only to the extent set forth in such writing. No failure by Lender to exercise or delay by Lender in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right or remedy provided by law.

3.9 **Security Agreement.** This Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted in Illinois, with respect to any part of the Mortgaged Property which constitutes fixtures or personal property. Lender shall have the rights with respect to such fixtures and personal property afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Lender by this Mortgage or any of the other Loan Documents.

3.10 **No Merger.** It being the desire and the intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Mortgaged Property, it is hereunder understood and agreed that, should Lender acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by Lender as evidenced by an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, such that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

3.11 **Successors and Assigns.** This Mortgage shall be binding upon the Borrower and its legal representatives, successors and assigns.

3.12 **Definitions; Captions.** With respect to any reference in this Mortgage to any defined term, (i) if such defined term refers to a person, or a trust, corporation, partnership or other entity, then it shall also mean all heirs, personal representatives, successors and assigns of such person or entity, and (ii) if such defined term refers to a document, instrument or agreement, then it shall also include any replacement, extension or other modification thereof. Captions contained in this Mortgage in no way define, limit or extend the scope or intent of their respective provisions.

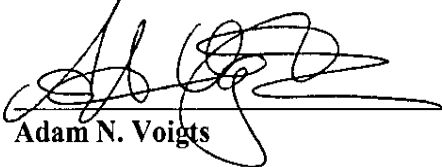
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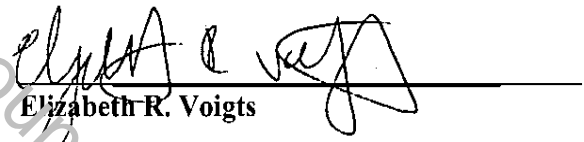
3.13 **Collateral Protection Act.** Pursuant to the requirements of the Illinois Collateral Protection Act, Borrower is hereby notified as follows:

Unless Borrower provides with evidence of the insurance coverage required by this Mortgage or any of the other Loan Documents, Lender may purchase insurance at Borrower's expense to protect Lender's interests in the Mortgaged Property or any other collateral for the Obligations. This insurance may, but need not, protect Borrower's interests. The coverage Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Mortgaged Property or any other collateral for the Obligations. Borrower may later cancel any insurance purchased by Lender but only after providing Lender with evidence that Borrower has obtained insurance as required by this Mortgage or any of the other Loan Documents. If Lender purchases insurance for the Mortgaged Property or any other collateral for the Obligations, Borrower will be responsible for the costs of that insurance, including interest in any other charges that Lender may lawfully impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the total outstanding Obligations. The costs of the insurance obtained by Lender may be more than the cost of insurance that Borrower may be able to obtain on its own.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its duly authorized representatives as of the date first above written.

BORROWER:

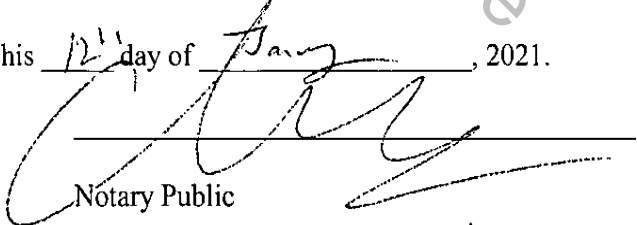

Adam N. Voigts


Elizabeth R. Voigts

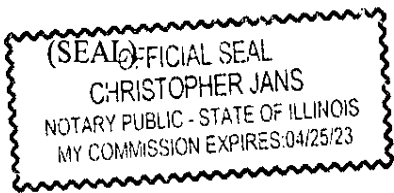
STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that **Adam N. Voigts and Elizabeth R. Voigts**, the parties to the foregoing instrument, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of January, 2021.


Notary Public

My Commission Expires: 04/25/23



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Legal Description

LOT THIRTY EIGHT (38) IN H. ROY BERRY COMPANY'S FIRST ADDITION TO CASTLE HEIGHTS, BEING A SUBDIVISION OF THE SOUTH HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) AND THE NORTH 95.02 FEET OF THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) ALL IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED AS DOCUMENT NUMBER T324580, IN COOK COUNTY, STATE OF ILLINOIS.

COMMON ADDRESS: 401 N. PINE ST., MOUNT PROSPECT, IL 60056

Property of Cook County Clerk's Office