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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



2104119018

Doc# 2104119018 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/10/2021 11:26 AM PG: 1 OF 8

The property identified as: **PIN:** 04-04-204-009-0000

Address:

Street: 2145 Beechnut

Street line 2:

City: Northbrook

State: IL

ZIP Code: 60062

Lender: John Hanna

Borrower: Steven Hanna

Loan / Mortgage Amount: \$360,000.00

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: 427D5DA1-BAC2-4C99-9C0F-0173A3A82EB3

Execution date: 2/3/2021

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MORTGAGE

Mail to:

Mary F. Murray
6350 N. Cicero Ave. Ste. 200
Chicago, IL 60646

This indenture made ^{SH} ~~January~~ ^{Feb} 3, 2021, by and between STEVEN HANNA (hereinafter referred to as "Mortgagor") and JOHN HANNA, (hereinafter referred to as "Mortgagee").

WHEREAS, to secure the payment of an indebtedness in an amount not to exceed THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000.00) to be paid with interest thereon as evidenced by that certain Promissory Note bearing even date herewith executed by Mortgagor, and to be paid in monthly annual installments of principal and interest, with all outstanding Principal and Interest as may be due as set forth in the Promissory Note. This Mortgage shall secure future advances made by the Mortgagee to the Mortgagor.

The Mortgagor hereby mortgages, conveys, transfers and grants unto Mortgagee, its successors, heirs and assigns forever, the Real Estate and all improvements thereon situated in the County of Cook State of Illinois, as legally as follows:

LOT 1 IN BLOCK 3 IN GLEN BROOK COUNTRYSIDE, A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 3 AND PART OF THE NORTHEAST ¼ OF SECTION 4, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as 2145 Beechnut, Northbrook IL 60062
 PIN 04-04-204-009-0000

Together with all buildings and improvements now or hereafter belonging upon the mortgaged property, or any part thereof, and all fixtures now or hereafter installed, including but not limited to all lighting, cooling, and electrical systems, together with the rents, issues, profits and leases of the Mortgaged Property.

TO HAVE AND TO HOLD the premises unto said mortgagee, its successors and assigns forever, for the purposes and uses set forth herein.

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I. MORTGAGOR COVENANTS

Mortgagor represents to and covenants with mortgagee that Mortgagor holds fee simple title to the Mortgaged Property and Mortgagor has the power and authority to mortgage the Mortgaged Property.

The Mortgagor shall maintain or cause to be maintained the Mortgaged Property in good repair, working order and condition and make or cause to be made, when necessary, all repairs, renewals, replacements, structural and non-structural, interior and exterior, ordinary and extra-ordinary. The Mortgagor shall refrain from and shall not permit waste in or about the property, and shall not remove, demolish, alter or change the structural character of any improvement erected at any time on the Mortgaged Property without the written consent of the Mortgagee. Mortgagor covenants and agrees that in the ownership, operation and management of the Mortgaged Premises, Mortgagor will observe and comply with all applicable federal state and municipal statutes and ordinances, regulation, orders and restrictions. Mortgagee shall have the right at any time and from time to time to enter upon the premises for the purpose of inspecting same.

II. INSURANCE

Mortgagor shall at all times keep the Mortgaged Property, including all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the premises insured against loss or damage by fire and such other hazards included within the term "extended coverage" as may reasonably be required by Mortgagee. Mortgagor shall also at all times maintain comprehensive public liability, property damage and workmen's compensation insurance covering the Premises and any employees thereof, with such limits for personal injury, death and property damage as Mortgagee may reasonably require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts and deductibles reasonably satisfactory to Mortgagee.

All insurance policies required by lender shall include a standard mortgage clause and shall name Mortgagee as and additional loss payee.

III. PAYMENT OF TAXES AND ASSESSMENTS

Mortgagor shall pay, when due, all real estate taxes and assessments as may be levied against the property. In the event such sums are not paid, Mortgagee may advance such sums as may be necessary to pay such taxes and any such sums advanced shall be added to principal and shall bear interest according to the terms of the Note. Mortgagor shall further pay before any penalty or interest attaches all special assessments, water charges, sewer service charges and all other liens or charges levied or assessed against the Premises of any nature whatsoever when due, and shall furnish to Mortgagee duplicate receipts of payments therefor. If any special assessment is permitted by applicable law to be paid in installments, Mortgagor shall have the right to pay such assessment in

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installments, so long as all such installments are paid prior to the due date thereof. With respect to any tax or assessment which Mortgagor may desire to contest, Mortgagor shall pay such tax or assessment in full under protest in order to prevent a default under this Mortgage on account thereof.

IV. PROTECTION OF LENDER'S SECURITY

If default be made in the payment of any of the above taxes or assessments or in making repairs or replacements or in procuring or maintaining insurance and paying the premiums therefore, or in keeping or performing any other covenant of the Mortgagor herein, then Mortgagee may, at its option and without any obligation to do so, pay said taxes and assessment, make such repairs and replacements, effect such insurance, pay such premiums and perform any other covenant of Mortgagor herein. All amounts expended by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagee upon demand with interest thereon at the rate applicable under the Note from the date of such expenditure.

V. REIMBURSEMENT FOR MORTGAGEE LEGAL EXPENSES

In the event that Mortgagee is made a party to any suit or proceeding by reason of the interest of Mortgagee in the Premises, Mortgagor shall reimburse Mortgagee for all costs and expenses, including attorney's fees, incurred by Mortgagee in connection therewith, whether or not said proceedings or suit ever goes to trial. All amounts incurred by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagee forthwith in demand with interest thereon at the rate applicable under the Note from the date of such expenditure.

VI. EVENTS OF DEFAULT

Each of the following shall constitute an Event of Default for purposes of this Mortgage:

- (A) Failure to make prompt payment, when due of any payment of Principal or Interest under the Note and such failure continues for thirty (30) days after Mortgagee gives written notice thereof to Mortgagor.
- (B) Failure to promptly perform or observe any other covenant, promise, term or agreement contained in the Mortgage Note or parts of any other Loan Documents executed in connection with this transaction.
- (C) Any sale lease, transfer, grant of security interest, mortgage or other encumbrance or alienation of any interest in the Mortgaged Property with out the prior written consent of the Mortgagee.
- (D) Failure to make prompt payment when due, of any payment of principal or interest under any agreement, loan document, note or other instrument now in effect or hereafter executed by Mortgagee with regard to said premises.
- (E) The commencement of any petition in Bankruptcy, whether voluntary or involuntary, by or against any Mortgagor, or if Mortgagor is adjudicated bankrupt or insolvent or files any petition or answer seeking restoration, assignment, composition, liquidation

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or similar relief under the present or any future Federal or state law or seeks or covenants to acquiesce in the appointment of any trustee, receiver or similar officer of the Mortgagor regarding the mortgaged Property.

- (F) The commencement of any suit or proceeding to foreclose any other mortgage, lien or encumbrance against the Mortgaged Property.
- (G) Any material adverse change in the financial condition of the Mortgagor.

VII. ACCELERATION

Mortgagee shall give notice to Mortgagor prior to acceleration, or following Mortgagor's breach of any covenant or agreement in this Mortgage. The notice shall specify the default, the action required to cure the default and a date not less than 30 days after the Notice by which the default must be cured and that the failure to cure the default may result in the acceleration of the sums secured by the Mortgage, foreclosure by judicial proceeding and sale of the property. The notice shall further inform the Mortgagor of his right to reinstate after acceleration and the right to exert any defense.

After any such Event of Default, Mortgagee may institute or cause to be instituted, proceedings for the realization of its rights, including but not limited to foreclosure, under this Mortgage or any other loan documents. Mortgagee shall be entitled to collect all expenses incurred in pursuing its rights under the Note and Mortgage including but not limited to reasonable attorneys fees, and costs of title evidence.

VIII. RIGHTS, POWERS AND REMEDIES OF THE MORTGAGEE

When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee may at its election:

- (A) Foreclose this Mortgage by legal action, as provided by Illinois Statutes and this paragraph shall further authorize a power of sale as provided by said statute.
- (B) Enter upon and take possession of the Mortgage Property with irrevocable consent of Mortgagor as granted and evidenced by the execution of this Mortgage. A Mortgagee in Possession, Mortgagee may hold, operate, control and manage the mortgage Property and conduct business, if any, either personally or by its agents. The Mortgagee may collect rents and lease the Mortgaged Property, cancel or modify existing leases and generally exercise any powers and rights customarily incident to ownership. Mortgagee may pay out of rents collected and taxes, insurance, conversions, fees or either expenses attributable to the Mortgage Property.
- (C) Upon, or at any time after filing a Complaint or petition to foreclose this mortgage, the Mortgagee may apply to the Court for the appointment of a receiver of the Mortgaged Property. Such receiver shall have the power to collect rents, issues and profits of the Mortgage Property during the pendency of the foreclosure suit up to and after any sale of the Mortgaged Property. The court may authorize the receiver to apply net income from management and control of the Mortgage Property in whole or in part to the indebtedness.

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IX. CROSS DEFAULT CLAUSE

Any default by Mortgagor in the performance or observance of any covenant, promise, condition or agreement hereof shall be deemed and Event of Default under each of the Loan Documents, entitling Mortgagee to exercise all or any remedies available to Mortgagee under the terms of any other Loan Documents, and any default or event of default under any other Loan Document relating to any of Mortgagor's other obligations to Mortgagee shall be deemed a default hereunder. Failure by Mortgagee to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agree in writing by Mortgagee, and the waiver by Mortgagee of any default by Mortgagor hereunder shall not constitute a continuing waiver of any other default or of the same default in the future.

X. WAIVER OF HOMESTEAD

The mortgagors hereby waive all rights under the homestead laws of the State of Illinois and any federal statutes.

XI. FURTHER INSTRUMENTS

Upon the request of Mortgagee, Mortgagor will execute, acknowledge and deliver such additional instruments and further assurances or title and will do or cause to be done all such further acts and things as may be reasonable necessary to full effectuate the intent of this Mortgage.

XII. NOTICES

Any notice, demand requests or other communications desired or required to be given pursuant to the terms of this Mortgage shall be in writing and shall be delivered by personal service or certified or registered mail, return receipt requested, addressed as follows:

Mortgagor: Steven Hanna
2145 Beechnut
Northbrook IL 60062

Mortgagee:

XIII. ASSIGNMENT OF MISCELLANEOUS PROCEEDS

If the property is damaged, such miscellaneous proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Mortgagor's security is not lessened. During such repair Mortgagee shall have the right to inspect such property to endure the work has been done in a workmanlike manner.

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In the event of a total destruction, taking or loss in value of the Property, than the Miscellaneous Proceeds shall be applied to the sums secured by the Note, whether or not then due, and the balance paid to the Mortgagors.

XIV. REMEDIES CUMULATIVE

The rights and remedies herein provided are cumulative and Mortgagee may recover judgment on the Note, issue execution therefore, and resort to every other right or remedy available at law or equity, without first exhausting and without impairing or affecting the security of any right or remedy afforded by this Mortgage. No enumeration of special rights or powers by any provision of this Mortgage shall be construed to limit any grant of general rights or powers, or to take away or limit any and all rights granted to or vested in the Mortgagee by virtue of the laws of the State of Illinois.

XV. SUCCESSORS AND ASSIGNS

All of the covenants and conditions hereof shall run with the land and shall be binding upon and inure to the benefit of the successors and assign of Mortgagor and Mortgagee, respectively, and all persons claiming through or under them. Any reference herein to Mortgagee shall include the successors and assigns of Mortgagee. The Mortgagor shall not assign its interest without the prior written consent of Mortgagee.

WITNESS WHEREOF Mortgage has caused this Mortgage to be executed this 3rd day of ~~January~~^{Feb}, 2021

SH

Attest


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State of Illinois)
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that STEVEN HANNA , personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 3 day of February, 2021.



Notary Public

This instrument prepared by Mary F. Murray, 6350 N. Cicero Ave. Ste. 200, Chicago, IL 60646



After recording Mail To:

Mary F. Murray
6350 N. Cicero Ave. Ste. 200
Chicago IL 60646

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