

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713



\*2115222024\*

Doc# 2115222024 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/01/2021 12:35 PM PG: 1 OF 8

The property identified as: **PIN:** 14-21-101-034-1021

**Address:**

**Street:** 3950 N Lake Shore Drive, Unit 2200

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60613

**Lender:** Brumar LLC

**Borrower:** Franklin David Bruscianelli

**Loan / Mortgage Amount:** \$214,708.74

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.

21003696-20

**TRULY**  
TITLE

**Certificate number:** A0AD2BC2-E458-4876-AAF5-FB365245C974

**Execution date:** 5/28/2021

UNOFFICIAL COPY

210036962  
TRULY  
TITLE

## ILLINOIS MORTGAGE

THIS AGREEMENT is made May 28, 2021, between FRANKLIN DAVID BRUSCIANELLI, of 3950 N Lake Shore Drive, Unit 2200, Chicago, IL 60613, herein referred to as "Mortgagor" and BRUMAR LLC, a Colorado Limited Liability Company, of 200 S. Wacker Drive, Suite 2500, Chicago, Illinois 60606, herein referred to as "Mortgagee." WITNESSETH:

WHEREAS the Mortgagor is justly indebted to the Mortgagee upon the Installment Promissory Note of even date herewith ("Note"), in the principal sum of TWO HUNDRED FOURTEEN THOUSAND, SEVEN HUNDRED EIGHT AND 74/100 DOLLARS (\$214,708.74) payable to the order of and delivered to the Mortgagee, in and by which Note the Mortgagor promises to pay the said principal sum and interest at the rate and in installments as provided in the Note, with a final payment of the balance due on the First day of July, 2051, and all of said principal and interest are made payable at such place as the holder of the Note may, from time to time, appoint in writing, and in absence of such appointment, then at the office of the Mortgagee at the address provided above.

NOW THEREFORE, the Mortgagor, to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions, and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of the estate, right, title, and interest therein, situate, lying and being in the city of Winnetka, County of DUPAGE, State of ILLINOIS, to wit:

SEE EXHIBIT A, attached hereto and hereby include herein

which, with the property hereinafter described, is referred to herein as the "premises."

Permanent Index Number (PIN): 14-21-101-034-1021

Addresses of Real Estate: 3950 N Lake Shore Drive, Unit 2200, Chicago, IL 60613

# UNOFFICIAL COPY

## EXHIBIT A Legal Description

The land hereinafter referred to is situated in the City of Chicago, County of Cook, State of IL, and is described as follows:

**PARCEL 1:**

UNIT NO. 2200 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

THAT PART OF LOTS 10, 11 AND 12 IN CARSON AND CHYTRAUS ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCK 1 IN EQUITABLE TRUST COMPANY'S SUBDIVISION IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE LINE ESTABLISHED BY DECREE ENTERED ON SEPTEMBER 7, 1906, IN CASE NUMBER 274470, CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTITLED CHARLES W. GORDON AND OTHERS AGAINST COMMISSIONERS OF LINCOLN PARK, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 40420, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 24014190 TOGETHER WITH AN UNDIVIDED .1929% INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALSO:

**PARCEL 2:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AGREEMENT DATED APRIL 23, 1969, RECORDED APRIL 23, 1969, AS DOCUMENT 20820211 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NUMBER 22719, AND EXCHANGE NATIONAL BANK OF CHICAGO, TRUST NUMBER 5174, FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND ACROSS THAT PART OF THE EAST 40 FEET OF VACATED FRONTIER AVENUE, AS VACATED BY ORDINANCE RECORDED AS DOCUMENT 20816906, LYING WEST OF LOTS 10, 11 AND 12 IN CARSON AND CHYTRAUS ADDITION TO CHICAGO, AFORESAID, WHICH LIES NORTH OF THE SOUTH LINE OF LOT 10 EXTENDED WEST AND LIES SOUTH OF THE NORTH LINE OF LOT 12 EXTENDED WEST, IN COOK COUNTY, ILLINOIS.

PIN: 14-21-101-034-1021

# UNOFFICIAL COPY

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues, and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter there or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves, and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment, or articles hereafter placed in the premises by Mortgagor or its successor or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly waive.

The name of a record owner is: Franklin David Bruscianelli

This mortgage consists of five pages. The COVENANTS, CONDITIONS, AND PROVISIONS appearing on PAGES 4 and 5 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagor, its successors and assigns.

Witness the hand, and seal, of Mortgagor the day and year first written above.

Franklin David Bruscianelli (seal)  
By: Franklin David Bruscianelli

State of Illinois )  
County of COOK ) ss.

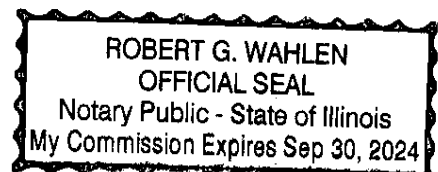
I, Robert G. Wahlen, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Franklin David Bruscianelli

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.

GIVEN under my hand and official seal, this 28 day of MAY, 2021.

Robert G. Wahlen  
Notary Public



# UNOFFICIAL COPY

PREPARED BY:

Kathryn C. Rolewick, Esq.  
ROLEWICK & GUTZKE, P.C.  
1776 S. Naperville Road, Suite 104A  
Wheaton, Illinois 60189  
(630) 653-1577

MAIL TO:

Kathryn C. Rolewick, Esq.  
ROLEWICK & GUTZKE, P.C.  
1776 S. Naperville Road, Suite 104A  
Wheaton, Illinois 60189

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

# UNOFFICIAL COPY

THE COVENANTS, CONDITIONS, AND PROVISIONS referred to on PAGE 3:

1. Mortgagor shall (1) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may have become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; and (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment, or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the Note hereby secured, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agrees to indemnify the Mortgagee, and the Mortgagee's successors, heirs, or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At such time as the Mortgagor is not in default either under the terms of the Note secured hereby or under the terms of this mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of said Note (in addition to the required payments) as may be provided in said Note.
6. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightening, windstorm, and all general liabilities under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such right to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in the case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, of any, and purchase, discharge, compromise, or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor.
8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien, or title or claim thereof.
9. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the term hereof. At the option of the Mortgagee and without notices to the Mortgagor, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the Note or this mortgage to the contrary, become due and payable (a)



# UNOFFICIAL COPY

immediately in the case of default in making payment of any installment of principal or interest on the Note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

10. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to item to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably 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 the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant, or defendant, by reason of this mortgage or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph (paragraph 10) hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; and fourth any overplus to Mortgagors, their heirs, legal representatives, or assigns, as their rights may appear.

12. Upon or any time after the filing of a complaint to foreclose this mortgage, the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues, and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagor, except for the interventions of such receiver, would be entitled to collect such rents, issues, and profits and all other power which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and a deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefore, or interested in said premises, shall be held to assent to such extension, variation, or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation, or release.

16. Mortgagee shall release this mortgage and lien thereof by proper recordable instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release. Mortgagor shall bear the cost of recording the release.

17. The mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors, heirs, and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Note secured hereby.

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

UNIT NO. 2200 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

THAT PART OF LOTS 10, 11 AND 12 IN CARSON AND CHYTRAUS ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCK 1 IN EQUITABLE TRUST COMPANY'S SUBDIVISION IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE LINE ESTABLISHED BY DECREE ENTERED ON SEPTEMBER 7, 1906, IN CASE NUMBER 274470, CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTITLED CHARLES W. GORDON AND OTHERS AGAINST COMMISSIONERS OF LINCOLN PARK, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 40420, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 24014190 TOGETHER WITH AN UNDIVIDED .1929% INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY):

ALSO:

#### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AGREEMENT DATED APRIL 23, 1969, RECORDED APRIL 23, 1969, AS DOCUMENT 20820211 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NUMBER 22719, AND EXCHANGE NATIONAL BANK OF CHICAGO, TRUST NUMBER 5174, FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND ACROSS THAT PART OF THE EAST 40 FEET OF VACATED FRONTIER AVENUE, AS VACATED BY ORDINANCE RECORDED AS DOCUMENT 20816906, LYING WEST OF LOTS 10, 11 AND 12 IN CARSON AND CHYTRAUS ADDITION TO CHICAGO, AFORESAID, WHICH LIES NORTH OF THE SOUTH LINE OF LOT 10 EXTENDED WEST AND LIES SOUTH OF THE NORTH LINE OF LOT 12 EXTENDED WEST, IN COOK COUNTY, ILLINOIS.