

# UNOFFICIAL COPY

Doc# 2213301158 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 05/13/2022 09:43 AM Pg: 1 of 7

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: **PIN:** 05-32-303-027-0000

226ND722023RM

**Address:**

**Street:** 239KILPATRICK AVE

**Street line 2:**

**City:** WILMETTE

**State:** IL

**ZIP Code:** 60091

2/3

**Lender:** INTERCITY STATE BANK

**Borrower:** SEAN P O'DOWD AKA SEAN O'DOWD AND PAKASUTH DHIANTRAVAN

**Loan / Mortgage Amount:** \$416,000.00

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:** 0FE95D2B-422B-4F39-95A0-419132D7C176

**Execution date:** 4/28/2022

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THIS INSTRUMENT WAS  
PREPARED BY and AFTER  
RECORDING RETURN TO:  
Intercity State Bank  
962 Grand Avenue  
Schofield, WI 54476

213

22 GRAND 722.023 RM

eFIPCO  
428 IL (3/24/20)

Parcel Identification Number  
05-32-303-027-0000

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## REAL ESTATE MORTGAGE

DOCUMENT NO. (For Consumer or Business Mortgage Transactions)

Sean P O'Dowd a/k/a Sean O'Dowd, An Unmarried Individual and Pakasutha Dhiantravan, An Unmarried Individual

\_\_\_\_\_ ("Mortgagor,"

whether one or more), whose address is 512 Poplar Dr, Wilmette, IL 60091,

mortgages, conveys, assigns, grants a security interest in and warrants to \_\_\_\_\_

Intercity State Bank

\_\_\_\_\_ ("Lender"),

whose address is 962 Grand Avenue, Schofield, WI 54476,

in consideration of the sum of Four Hundred Sixteen Thousand Dollars and 00/100

Dollars (\$ 416,000.00 ), loaned or to be loaned to \_\_\_\_\_

Sean P O'Dowd and Pakasutha Dhiantravan

\_\_\_\_\_ ("Borrower," whether one or more) by Lender,

evidenced by Borrower's note(s) or agreement(s) dated April 28, 2022, the real

estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues

and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, all existing and

future improvements and all goods that are or are to become fixtures attached to or related to the real estate described below

(all called the "Property") to secure the Obligations described in paragraph 4 of this Mortgage, including, but not limited to,

repayment of the sum stated above plus certain future advances made by Lender. Mortgagor hereby releases and waives all

rights under and by virtue of the homestead exemption laws of this state. The current interest rate on Borrower's note(s) or

agreement(s) is Four and 15/100 percent ( 4.150% )  and may vary based upon changes

in an index rate. The maturity date of the Borrower's note(s) or agreement(s) is May 5, 2042,

which may be extended, modified or renewed from time to time and the Mortgage will secure the Obligations as

extended, modified or renewed. The total principal secured by this Mortgage shall at no time exceed \_\_\_\_\_

times the amount of the indebtedness stated in Borrower's note(s) or agreement(s) described above.

Mortgagor warrants to Lender that the following information is true and correct as of the date this Real Estate Mortgage is signed:

(a) The following individuals are all of the persons with a homestead interest in the Property:

n/a

(b) The following Mortgagors are married individuals: n/a

(c) The following Mortgagors are unmarried individuals: Sean P O'Dowd a/k/a Sean O'Dowd and Pakasutha Dhiantravan

### 1. Description of Property.

LOT 10 IN PARKSIDE ESTATES FIRST ADDITION, A RESUBDIVISION OF LOTS 1 TO 12 IN BLOCK 4 IN WILMETTE HIBBARD RESUBDIVISION ARE SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TO THE PLAT THEREOF RECORDED OCTOBER 9, 1957 AS DOCUMENT 17033760. IN COOK COUNTY, ILLINOIS.



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all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, and (5) other items agreed to be included in the escrow. Lender may, at any time, collect and hold such escrow funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, if applicable. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagor for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagor in writing, and Mortgagor shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law;

- (b) **Condition and Repair.** To keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
- (c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2;
- (d) **Other Mortgages.** To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;
- (e) **Waste.** Not to commit waste or permit waste to be committed upon the Property or abandon the Property;
- (f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to its interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;
- (g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- (h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);
- (i) **Inspection.** Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property;
- (j) **Laws.** To comply with all laws, ordinances and regulations affecting the Property;
- (k) **Subrogation.** That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part by the proceeds of the note(s) or agreement(s) identified in the first paragraph of this Mortgage; and
- (l) **Leases.** To pay and perform all obligations and covenants under and pursuant to the terms of each lease of all or any part of the Property required of Mortgagor, and to not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other disposition of, any lease of all or any part of the Property or any interest of Mortgagor in the lease and to not collect or accept any payment of rent more than one month before it is due and payable.

**9. Environmental Laws.** Mortgagor represents, warrants and covenants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("**Hazardous Substance**") under any federal, state or local laws, regulations, ordinances, codes or rules ("**Environmental Laws**"); (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out

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of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

**10. Authority of Lender to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, including, without limitation, preserving and insuring the Property, not committing waste or abandoning the Property, keeping the Property free of liens or encumbrances other than those approved by Lender, keeping the Property in good and tenantable condition and repair, and complying with all laws, ordinances and regulations affecting the Property, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the covenants or duties or cause them to be performed, or take such other action as may be necessary to protect Lender's interest in the Property and to secure and repair the Property. Unless prohibited by applicable law, such actions may include, without limitation, assessing the value of the Property, paying liens that become superior to this Mortgage and making any other payments required, signing Mortgagor's name, engaging an attorney, appearing in court and paying reasonable attorneys' fees, and entering the Property to make repairs, change locks, replace and board up doors and windows, drain water from pipes, eliminate building code violations and dangerous conditions and maintain appropriate utilities to the Property. Any such amounts expended by Lender shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

**11. Default; Acceleration; Remedies.** If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants or duties contained in this Mortgage, or (c) Lender deems itself insecure then, at the option of Lender each Obligation will become immediately due and payable. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

**12. Waiver and Consent.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagor. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by an authorized officer of Lender. Unless prohibited by applicable law, each Mortgagor who is not also a Borrower expressly consents to and waives notice of the following without affecting the liability of any such Mortgagor: (a) the creation of any present or future Obligations, default under any Obligations, proceedings to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral for the Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect Lender's security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any determination of the allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

**13. Waiver of Right of Reinstatement and Redemption.** Unless the Property is residential real estate or agricultural real estate as defined in the Illinois Mortgage Foreclosure Law, Mortgagor hereby waives any and all rights of reinstatement and redemption from sale in any foreclosure of the Mortgage. If the Property is agricultural real estate and the Mortgagor is a corporation or corporation trustee, Mortgagor hereby waives any and all rights of reinstatement and redemption from sale in any foreclosure of this Mortgage.

**14. Possession of Property.** Mortgagor agrees that upon the occurrence of an event of default, Mortgagor authorizes Lender to take possession of the Property, without bond, subject to applicable law. Lender shall have all of the rights and privileges of a Mortgagee in possession provided by law, and shall be entitled to reimbursement for reasonable costs, expenses and third party management fees incurred in connection with such possession.

**15. Assignment of Rents and Leases.** Mortgagor conveys, assigns and transfers to Lender, as additional security for the Obligations, all leases of all or any part of the Property, whether oral or written, now or hereafter entered into by Mortgagor, together with any and all extensions and renewals of any leases, and all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has a license to collect the rents, issues and profits (the "Rents") from the Property, but upon or at any time after the occurrence of such an event of default, and the lapse of any applicable grace, notice or cure period provided in any document evidencing such Obligation, Mortgagor's license to collect the Rents is automatically and immediately terminated and Mortgagor shall hold all hold all

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Rents paid to Mortgagor thereafter in trust for the use and benefit of Lender, and Lender may, at its option, to the extent not prohibited by applicable law, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the leases, enforce the payment of the Rents and exercise all of the rights of the Mortgagor under the leases and all of the rights of the Lender under this Mortgage. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver. Any entering upon and taking possession of the Property, any collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any act done pursuant to such notice, and shall not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage, any document evidencing any Obligation or any other instrument securing the Obligations.

**16. Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations if the Mortgagee is entitled to possession of the Property pursuant to applicable law, then upon request of the Mortgagee, the court shall appoint a receiver of the Property (including homestead interest) designated by Lender without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale and the expiration of the redemption period, if any, and may order the rents, issues and profits, when so collected, to be held and applied as required by law.

**17. Revolving Line of Credit.** If this Mortgage secures a revolving line of credit then the revolving line of credit obligates Lender to make advances to Borrower provided that Borrower complies with all of the terms of the Borrower's note(s) or agreement(s). Such advances may be made, repaid and remade from time to time subject to the provisions of the Borrower's note(s) or agreement(s). Without limiting other provisions of this Mortgage addressing Obligations secured by this Mortgage, it is the intention of the Mortgagor and Lender that this Mortgage secures the balance outstanding under the Borrower's note(s) or agreement(s) from time to time from zero up to the credit limit.

**18. Expenses.** To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, appraisal fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

**19. Severability; Governing Law.** The validity, construction and enforcement of this Mortgage are governed by the internal laws of Illinois, except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Illinois Statutes are to those sections as they may be renumbered from time to time. Invalidation or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

**20. Successors and Assigns.** The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

**21. Entire Agreement.** This Mortgage is intended by Lender and Mortgagor as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. **To the extent not prohibited by applicable law, this Mortgage may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of Lender and Mortgagor. There are no oral agreements among Lender and Mortgagor.** This Mortgage may not be supplemented or modified except in writing signed by Lender and Mortgagor.

**22.**  \_\_\_\_\_ signs below solely for the purpose of releasing and waiving rights under the Illinois homestead exemption laws without personal obligation for payment of any sums secured by this Mortgage.

\_\_\_\_\_  
Signature of Spouse

**23. Other Provisions.** (If none are stated below, there are no other provisions.)

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Mortgagor agrees to the terms of this Mortgage and acknowledges receipt of an exact copy of this Mortgage.

Signed and Sealed April 28, 2022  
(Date)

[Signature]  
Sean P O'Dowd a/k/a Sean O'Dowd (SEAL)

[Signature]  
Pakasutha Dhiantravan (SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

Property of Cook County Clerk's Office

### ACKNOWLEDGMENT

State of IL

County of Cook

The foregoing instrument was acknowledged before me  by means of communication technology on \_\_\_\_\_

by Sean O'Dowd a/k/a Sean P O'Dowd and Pakasutha Dhiantravan

(Name(s) of persons(s))

as n/a of n/a

(Type of authority, e.g. officer, trustee, etc., if any)

(Name of party on behalf of whom instrument was executed, if any)

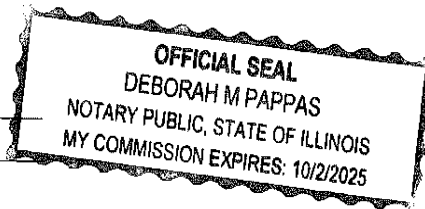
a n/a

On this 4/28/2022, I certify that the foregoing and annexed document entitled \_\_\_\_\_, and containing \_\_\_\_\_ pages is a true and correct copy of an electronic document printed by me or under my supervision. I further certify that, at the time of printing, no security features present on the electronic document indicated any changes or errors in an electronic signature or other information in the electronic document since its creation or execution.

\*  
[Signature]  
Notary Public,

My Commission \_\_\_\_\_

\*Type or print name signed above.



Loan Originator's Name Matthew J Muzynoski

Loan Originator Organization's Name Intercity State Bank

Loan Originator's NMLSR ID No. 1922218

Loan Originator Organization's NMLSR ID No. 433884