

Illinois Anti-Predatory
Lending Database
Program

Doc#: 2221412179 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 08/02/2022 08:14 AM Pg: 1 of 10

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 30-18-216-008-0000

Address:

Street: 747 Buffalo Ave

Street line 2:

City: Calumet City

State: IL

ZIP Code: 60409

Lender: Gerard Burczyk and Bernard Burczyk

Borrower: Ricardo Juarez and Gloria Diaz

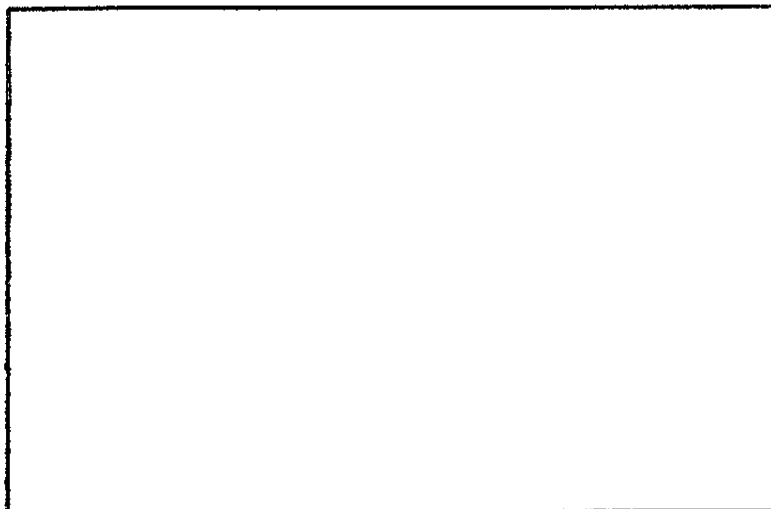
Loan / Mortgage Amount: \$79,550.00

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: AFD99AC7-A95E-4752-8975-779E7C92BA6E

Execution date: 7/12/2022

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MORTGAGE

This Mortgage (the "Mortgage"), dated as of July 12, 2022, is made by Ricardo Juarez and Gloria Diaz, having an address at 747 Buffalo Avenue, Calumet City, IL 60409 ("Borrower"), in favor of Gerard Burczyk and Bernard Burczyk, and their successors and assigns, having an address at 536 W Addison St Chicago, IL 60643 (together with their successors and assigns, "Lender"). The Borrower and Lender are herein sometimes collectively referred to as the "Parties".

1. **Payment of the Note.** Lender has agreed to make a loan ("Loan") to Borrower in the original principal amount of \$79,550.00 ("Loan Amount"). In return for the Loan, Borrower promises to repay the Loan Amount, with interest, pursuant to the terms and conditions of that certain Mortgage Note dated of even date herewith ("Note"). The Note is incorporated into this Mortgage by reference and all of the terms and conditions of the Note are made part of this Mortgage.

2. **Grant.** In order to secure the due payment of the Loan Amount and the performance of all obligations, covenants, and agreements of Borrower under this Mortgage and the Note as and when the same become due (collectively, the "Secured Obligations"), whether at a stated due date, maturity date, by acceleration, or otherwise, Borrower does hereby grant, mortgage, pledge, bargain, sell, assign, alien, transfer, release, convey, warrant and confirm, unto Lender, with right of entry and possession as provided below, a lien and security interest in all of Borrower's present and future estates, rights, title, and interests in, to, and under the following described property, now owned or held or hereafter acquired from time to time (collectively, the "Property") hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois:

(a) All that certain tract or parcel of land lying and being in Cook County, Illinois, and being more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Land").

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(b) All buildings, structures, and other improvements of every kind and nature whatsoever now or hereafter situated on the Land, including any additions or annexations thereto (collectively, the "Improvements").

(c) All fixtures of every kind and nature whatsoever now owned or hereafter affixed to or located on the Land or the Improvements and all replacements, substitutions, and additions to the foregoing, including, without limitation, furnaces, boilers, heating and air conditioning systems, plumbing, water, and sewer systems, installed cabinets, and architectural features (collectively, the "Fixtures").

(d) All minerals, oil, gas, sand, gravel, timber, crops, and other natural resources that may be mined, produced, or extracted from the Land, or that may be located in, on, or under the surface of the Land (to the extent owned by Borrower).

(e) All insurance or other settlement proceeds relating to or arising out of the foregoing, all proceeds of a sale of all or any portion of the foregoing, and all causes of action, claims, compensation, awards, damages, proceeds, payments, relief, or recoveries, including interest thereon, resulting from any casualty or condemnation of all or any part of the Land or Improvements or for any damage or injury to it or for any loss or diminution in value of the Land or Improvements.

(f) All rents and lease with respect to the Property, which are hereby assigned to Lender.

(g) All other rights, interests, and benefits that Borrower has, or will have, as the fee simple owner of the Property.

TO HAVE AND TO HOLD the Property and the rights, remedies, and privileges hereby granted and conveyed unto Lender, its successors and assigns, forever; PROVIDED, HOWEVER, that if Borrower shall pay and perform each of the Secured Obligations set forth herein and in the Note, then, upon the satisfaction and full performance of all Secured Obligations, the estate hereby granted and conveyed shall become null and void and Lender shall cancel, release, and discharge this Mortgage at Borrower's expense.

3. Borrower Covenants.

(a) Borrower warrants and represents that it possesses good and marketable title to an indefeasible fee simple estate in the Property in accordance with applicable law; that Borrower has full power and lawful authority to subject the Property to the lien of this Mortgage; and that Borrower will defend its ownership against all claims, subject to any encumbrances of record as of the date hereof.

(b) Borrower shall promptly make all payments required by the Note and this Mortgage in strict accordance with the terms set forth therein.

(c) Borrower shall perform and comply with all the agreements, conditions, covenants, provisions, terms, and stipulations of the Note and this Mortgage.

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(d) Borrower shall keep and maintain all Improvements and Fixtures now existing and hereafter erected on or attached to the Property in good order and condition and shall make, as and when necessary, all repairs and replacements to all such Improvements and Fixtures. Borrower shall not commit nor permit the commission of waste in or about the Property and shall not permit the Property and any Improvement now existing or hereafter erected to become vacant, abandoned, deserted, removed, demolished, or materially altered. Lender and any person authorized by Lender shall have the right at any time, upon reasonable notice to Borrower, to enter the Property at a reasonable hour to inspect and photograph its condition and state of repair. However, Lender and any person authorized by Lender shall have the right at any time, without notice to Borrower, to enter the Property in the event of an emergency. Borrower shall maintain the Property in accordance with applicable law.

(e) From the date Borrower takes ownership and possession of the Property, Borrower shall pay when due without any deduction or abatement all liens, taxes, assessments, water and sewer rents, and all other charges or claims which may be assessed, levied, or filed at any time against Borrower or the Property. Further, Borrower shall not apply for or claim any deduction by reason of this Mortgage from the taxable value of all or any part of the Property. It is expressly agreed that no credit shall be claimed or allowed on account of the Loan because of any taxes or other charges paid on the Property. Borrower shall provide Lender, upon request from Lender, with a copy of the paid receipt for any of the foregoing costs or charges.

(f) Borrower shall pay for and maintain extended coverage hazard insurance covering the Property in an amount equal to at least the Loan Amount of this Mortgage. All insurance policies shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee. Borrower shall provide Lender annually, and more frequently upon request from time to time, with proof of coverage and payment of premium, including a copy of the policy declaration page, certificate of insurance, and a copy of the paid premium receipt. If requested in writing from Lender, Borrower shall pay for and maintain other types of insurance, such as flood insurance if the location of the Property shall now or hereafter be designated as in a flood zone area. Borrower shall promptly notify Lender in the event of any loss or damage at the Property. Borrower hereby further acknowledges and agrees that: (i) Lender has the right to participate in and settle any claim on Borrower's behalf; (ii) all proceeds of insurance shall be payable to Lender under a "standard mortgage clause" in the insurance policy; (iii) Lender has the option of using any insurance proceeds to either repair and restore the Property or to reduce the amount due under the Note and this Mortgage; and (iv) in no event, shall the due date for any payment under the Loan be delayed as a result of any pending insurance claim unless otherwise required by law.

(g) Borrower shall comply with all laws, ordinances, regulations, and orders of all federal, state, municipal, and other governmental authorities relating to the use of the Property, including any federal or state environmental laws.

(h) Borrower agrees that, upon written request of Lender at any time, Borrower shall certify the following in writing:

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(i) the original Loan Amount, the outstanding balance due on the Note, and the maturity date of the Loan; and

(ii) the loan remains in full force and effect and is not subject to any right of offset or any defense by Borrower relating to the covenants and obligations under the Note and this Mortgage.

4. **Optional Escrow Payments.** Notwithstanding Borrower's payment obligations set forth in Paragraphs 3(e) and (f), upon written notice from Lender (which notice may be sent at any time and for any reason) Borrower shall make regular monthly payments directly to Lender for the real estate taxes, assessments, and property insurance premiums required under this Mortgage. Borrower shall make regular monthly payments on the first day of each month to Lender as follows:

(a) an amount equal to one-twelfth (1/12) of the annual real estate taxes and any special assessments on the Property; and

(b) an amount equal to one-twelfth (1/12) of the annual premiums for the insurance policies referred to in paragraph 3(f) above.

Such payments shall be held by Lender in a separate non-interest bearing escrow bank account to pay the real estate taxes, assessments, and insurance premiums as they become due. At Lender's option, Lender from time to time may waive, and after any such waiver may reinstate the provisions of this paragraph requiring the monthly payments.

5. **Condemnation.** In the event of any condemnation or taking of any part of the Property by eminent domain, or other injury to or decrease in the value of the Property by any public or quasi-public authority or corporation, all proceeds (that is, the award or agreed compensation for the damages sustained) allocable to Borrower are hereby assigned by Borrower to Lender. No settlement for damages sustained shall be made by Borrower without Lender's prior written approval. Lender is authorized and empowered (but not required) to collect and receive any such condemnation award and all condemnation proceeds which then shall be applied, in Lender's sole discretion, to the reduction of the Loan Amount under this Mortgage, or to be used for the purpose of repairing, restoring, or rebuilding any part of the Property. In either event, the due date for any payment under the Note and this Mortgage shall not be delayed unless otherwise required by law. If there is any remaining balance from the condemnation award and condemnation proceeds, the balance shall be paid to Borrower.

6. **Payments Made for Borrower.** If Borrower fails to make any required payments or to maintain and repair the property as agreed to in this Mortgage, Lender shall have the right (but not obligation) to make any such payments or pay for any such maintenance or repairs on Borrower's behalf. The cost of any such repairs and payments shall be added to the Loan Amount, will bear interest at the same rate provided in the Note, and shall be repaid to Lender upon demand.

7. **Events of Default.** Lender may declare that each of the following shall constitute an event of default (hereinafter called an "Event of Default") by Borrower under the Note and this Mortgage:

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(a) The failure of Borrower to pay any installment of the Loan Amount, interest, or any other sums, fees, or assessments due under the Note or this Mortgage within ten days after its due date.

(b) The failure of the Borrower to perform or comply with any of the agreements, conditions, covenants, provisions, terms, or stipulations contained in the Note or in this Mortgage, which is not cured within 30 days after notice thereof.

(c) The commencement of foreclosure proceedings by the holder of any lien on the Property.

(d) If Borrower commences any proceedings under the Bankruptcy Code of any law of the United States or of any state laws relating to bankruptcy, insolvency, receivership, or debt relief.

(e) The commencement of proceedings that are instituted against Borrower in a court of competent jurisdiction for the reorganization, liquidation, or involuntary dissolution of Borrower, or for Borrower's adjudication as bankrupt or insolvent, or for the appointment of a receiver of the property of Borrower and the proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein is not discharged within 90 days after the institution of said proceedings.

(f) Any transfer or further encumbrance of all or any part the Property, unless otherwise permitted in the Note or this Mortgage.

(g) The occurrence of any Event of Default as defined in the Note.

8. **Due on Sale or Transfer.** Lender may declare immediately due and payable all sums secured by this Mortgage upon the Sale or Transfer, without Lender's prior express written consent, which can be withheld or denied in Lender's sole discretion, of all or any part of the Property, or any interest in the Property. A "Sale or Transfer" means, but is not limited to, the conveyance of the Property or any right, title, or interest therein, whether legal, beneficial, equitable, or otherwise; whether voluntary or involuntary, whether by conveyance, transfer, outright sale, deed, installment sale contract, land contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of an interest in the Property.

9. **Acceleration Upon Default.** Upon the occurrence of any Event of Default, the entire unpaid balance of the Loan Amount, together with accrued interest, and all other sums then due in the Note and this Mortgage, including Lender's costs of collection and reasonable attorney fees, shall become immediately due and payable without notice or demand.

10. **Lender's Remedies.** Lender shall have all rights and remedies provided by law, in equity, and as set forth in this Mortgage. This includes, without limitation, the right of Lender to do one or more of the following:

(a) Enter upon and take possession of and manage the Property, including the collection of rents and profits and the right to make such alterations, additions,

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improvements, renovations, repairs, and replacements to the Property as Lender may deem proper.

(b) Have a court appoint a receiver to accept rent for the Property and pay any profits to Lender to be applied to the balance of the Loan pursuant to the terms of the Mortgage. For the purposes of this provision, Borrower consents to a court appointed receiver to accept rent for the Property in accordance with the then applicable rules of court.

(c) Commence a foreclosure proceeding which will result in a sale of the Property, the proceeds of which shall be applied to the outstanding Loan Amount due under the Note and this Mortgage, or commence any other action at law or in equity for the enforcement of this Mortgage.

(d) Commence a deficiency action for any money still owed to Lender after a foreclosure sale.

The rights, powers and remedies of Lender granted and arising under the foregoing are separate, distinct, and cumulative of other rights, powers, and remedies granted herein or therein, and all other rights, powers, and remedies that Lender may have at law or in equity, none of which are to the exclusion of the others and all of which are cumulative to the rights, powers, and remedies provided at law for the collection of indebtedness, enforcement of rights under mortgages, and preservation of security. No act of Lender shall be construed as an election to proceed under any one provision herein or under the Note or this Mortgage to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

11. Amendments, Extensions, and Modifications. This Mortgage and the Note may not be amended, supplemented, or otherwise modified unless it is in writing and executed by both Borrower and Lender.

12. Severability. If any term or provision of this Mortgage is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Mortgage or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon any determination that any term or other provision hereof is invalid, illegal, or unenforceable, Borrower and Lender shall negotiate in good faith to modify this Mortgage so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13. Governing Law. This Mortgage and any claim, controversy, dispute, or cause of action (whether in contract, equity, tort, or otherwise) based upon, arising out of, or relating to this Mortgage and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law. Borrower acknowledges that the Note is also governed and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

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14. **Borrower's Waiver of Certain Rights.** To the extent permitted by applicable law, the Borrower hereby waives the benefit of all present and future laws (i) providing for any appraisal before sale of all or any portion of the Property or (ii) in any way extending the time for the enforcement of the collection of the Secured Obligations or creating or extending a period of redemption from any sale made hereunder. Without limitation to anything contained herein, to the full extent permitted by law, Borrower agrees that it will not at any time or in any manner whatsoever take any advantage of any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisal of the Property, or any part thereof, prior to any sale thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or to the extent permitted by law claim or exercise any rights under any statute now or hereafter in force to redeem the Property or any part thereof, or relating to the marshaling thereof, on foreclosure sale or other enforcement hereof.

15. **Notices.** Each Party shall deliver all notices, demands, and other communications under this Mortgage (each a "Notice") in writing and addressed to the other Party at the addresses set forth on the introductory paragraph of this Mortgage (or to such other address that the receiving Party may designate from time to time in writing). Each Party shall deliver all Notices by nationally recognized overnight courier (with all fees prepaid), email (with confirmation of transmission). A Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this provision.

16. **No Waiver, No Course of Dealing, No Invalidation.** No failure to exercise and no delay in exercising on the part of Lender of any right, remedy, or power hereunder, or rights, remedies, and powers otherwise provided by law or available in equity, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any Event of Default or if any subsequent Event of Default occurs, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. No act or inaction of Lender under this Mortgage shall be deemed to constitute or establish a "course of performance or dealing" that would require Lender to so act or refrain from acting in any particular manner at a later time under similar or dissimilar circumstances. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid to the maximum extent allowed under applicable law.

17. **Headings.** The headings of the various articles, sections, and subsections of this Mortgage are for reference only and shall not define, expand, or limit any of the terms or provisions hereof.

18. **Receipt of Copy.** Borrower hereby acknowledges receipt of a true copy of this Mortgage without charge.

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IN WITNESS WHEREOF, Borrower has caused this Mortgage to be executed on the date set forth in the acknowledgment below and to be effective as of the date first set forth above.

BORROWER

Ricardo Juarez

Ricardo Juarez

Gloria Diaz

Gloria Diaz

State of Illinois)

) SS:

County of Cook)

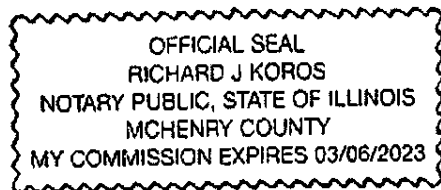
I, the undersigned, a Notary Public in and for said County, in said State aforesaid, DO HEREBY CERTIFY that Ricardo Juarez and Gloria Diaz personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24TH day of April, 2022.

Richard J Koros

NOTARYNAME

(SEAL)



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EXHIBIT A LEGAL DESCRIPTION

LOT 52 AND 53 IN BLOCK 7 IN PHILLIPS SUBDIVISION OF THE NORTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 30-18-216-008-0000

30-18-216-009-0010

This Instrument Prepared By
And Should Be Returned To:
William A. Walker
Nisen & Elliott, LLC
200 W. Adams Street, Suite 2500
Chicago, IL 60606

Property of Cook County Clerk's Office