

Illinois Anti-Predatory  
Lending Database  
Program

Doc#: 2232647177 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 11/22/2022 02:27 PM Pg: 1 of 4

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

Courtesy 22

The property identified as: PIN: 13-03-313-043-0000

Address:

Street: 5812 North Kilbourn Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60646

Lender: Gordon D. Murphy Trust, January 29, 2018

Borrower: Chad Romanski; Kristin Romanski

Loan / Mortgage Amount: \$770,000.00

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: 563BBB34-DC79-42B8-91C5-D1A119D4B386

Execution date: 11/1/2022

# UNOFFICIAL COPY

Lakeshore Title Agency  
File No. LST ~~100-65412~~

RECORDER OF DEEDS

## MORTGAGE WITH HOMESTEAD WAIVER

**THIS INDENTURE**, Made this 1st  
day of November 2022 between

**CHAD ROMANSKI and KRISTIN ROMANSKI**

of the of the City of Chicago, Cook County, Illinois, party of the first part, hereinafter called "Mortgagor," and  
**GORDON D. MURPHY TRUST, JANUARY 29, 2018** of the City of Rockford, Winnebago County, Illinois,  
party of the second part, hereinafter called "Mortgagee."

**WITNESSETH:** That the Mortgagor for and in consideration of the sum of Seven Hundred Seventy Thousand Dollars (\$770,000.00) (hereinafter called indebtedness) principal sum to them in hand paid the receipt of which is hereby acknowledged, do hereby convey and warrant unto the said Mortgagee the following described real estate, with the buildings and improvements thereon and everything appertaining thereto, including all rents, issues and profits arising or accruing therefrom in any manner whatsoever.

**PROPERTY ADDRESS: 5812 NORTH KILBOURN AVENUE, CHICAGO ILLINOIS 60646**

**PROPERTY CODE: 13-03-313-043-0000**

**AND LEGALLY DESCRIBED AS:**

**LOT 181 IN KOESTER AND ZANDERS SAUGANASH SUBDIVISION OF PARTS OF LOTS 1 TO 4 IN  
OGDEN AND JONES' SUBDIVISION BEING BRONSON'S SUBDIVISION OF THE SOUTHEAST 720  
ACRES OF CALDWELL'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD  
PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT  
NUMBER 6575048 IN COOK COUNTY, ILLINOIS.**

(Subject to all legal highways upon said premises) situated in the County of Cook, and State of Illinois: Hereby releasing and waiving all rights under, and by virtue of the Homestead Exemption Laws of this State.

The Mortgagor does covenant and agree with the Mortgagee that he is well seized of the premises above conveyed, as of a good and indefeasible inheritance in the law in fee simple: that the premises are clear of all taxes, and assessments now due and of all other liens and encumbrances whatsoever and will **WARRANT AND FOREVER DEFEND** the same.

The Mortgagor does covenant and agree with the said Mortgagee to pay promptly when due, all taxes and assessments legally levied and accruing upon the said premises and any and all other liens thereon, and upon request to exhibit receipts therefor, to the mortgagee and to keep the buildings and improvements upon the premises insured in reputable insurance companies for the benefit and security of the owner of the indebtedness for the value of such buildings and improvements during the full period of the lien hereby created, and deliver the insurance policies to the Mortgagee and to keep the buildings and improvements upon the premises in good repair during the full period of the lien hereby created.

# UNOFFICIAL COPY

In case of default in the payment of the indebtedness or any part thereof or the interest thereon or any part thereof at the time the same becomes due and payable according to the tenor and effect of the note hereinafter described or any part thereof, or in case of waste, or in case of non-payment of taxes or assessments or in case of a breach of any of the covenants and agreements herein contained, then in any and every case all of the indebtedness hereby secured at the election of the owner or the indebtedness or any part thereof shall become immediately due and payable and this mortgage may be foreclosed in the manner and with the same effect as if the indebtedness had matured by lapse of time.

In case of neglect or refusal of the Mortgagor to pay the taxes and assessments, the owner of the indebtedness or any part thereof may pay the taxes and assessments, and all money so paid with interest thereon, at the rate provided by law shall become additional indebtedness against the Mortgagor and the payment thereof shall be secured by this Mortgage equally in every respect with the original indebtedness.

In case of filing a suit to foreclose this Mortgage, the Court may at any time before a sale, upon request appoint a receiver with power to collect the rents, issues and profits arising or accruing from the premises and out of such rents, issues and profits such receiver may pay all taxes and assessments accruing or past due, all insurance, and all necessary repairs to, and maintenance of the premises during the full period of such receivership, and the balance, if any, shall be reported to, and disbursed as directed by the Court. The Mortgagor does hereby covenant and agree to surrender the said premises peaceably on demand to any receiver that may be appointed by the Court.

In case of filing a suit to foreclose this mortgage, the Mortgagor does hereby covenant and agree to pay all reasonable attorney's fees and all costs and expenses incurred in and about such foreclosure suit, including all expenses for title evidence for the premises; and the same shall become additional indebtedness against the said Mortgagor and the payment thereof shall be secured by this Mortgage equally in every respect with the original indebtedness.

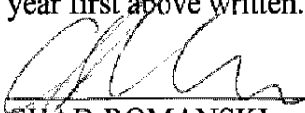
In case of any other suit or legal proceedings wherein the Mortgagee or the owner of the indebtedness or any part thereof shall be made a party thereto by reason of this Mortgage, then the reasonable attorney's fees for services in any such suit or legal proceedings shall become additional indebtedness against the Mortgagor and the payment thereof shall be secured by this Mortgage.

Providing always that if the Mortgagor shall pay or cause to be paid to the Mortgagee or to the owner of the indebtedness, the principal sum of \$770,000.00 according to the terms of an Installment Note dated November 1, 2022 payable in monthly installments of \$2,053.33 or more commencing on December 1, 2022 and monthly thereafter until the remaining balance is paid in full with interest as provided in such Note, or upon sale of premises by Mortgagor, whichever first occurs, then this conveyance shall be null and void, anything hereinbefore contained to the contrary notwithstanding.

All of the covenants and agreements herein contained shall extend to and be binding upon all of the parties hereto, their heirs, executors, administrators, successors and assigns.

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IN WITNESS WHEREOF, the said Mortgagors have hereunto set their hands and seals on the day and year first above written.

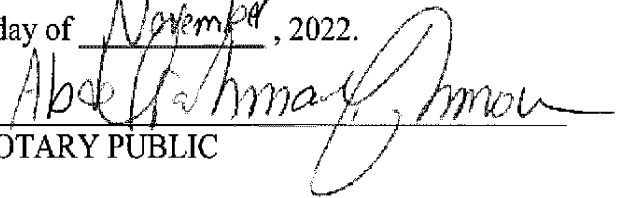
  
CHAD ROMANSKI

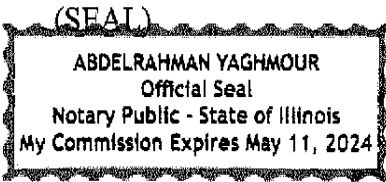
  
KRISTIN ROMANSKI

STATE OF ILLINOIS  
Cook (NY) ) SS.  
COUNTY OF WINNEBAGO )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT: CHAD ROMANSKI AND KRISTIN ROMANSKI husband and wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, 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 purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 9<sup>th</sup> day of November, 2022.

  
NOTARY PUBLIC



**PREPARED BY: & RETURN TO:**  
Attorney Erik K. Jacobs  
CICERO, FRANCE & ALEXANDER, P.C.  
6323 E. Riverside Blvd.  
Rockford, IL 61114  
(815) 226-7700  
[ej@cicerofrance.com](mailto:ej@cicerofrance.com)

**SEND SUBSEQUENT TAX BILLS TO:**  
Chad and Kristin Romanski  
5812 N. Kilbourn Ave.  
Chicago IL 60646-5938