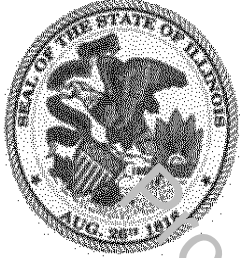


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Doc#: 2323613356 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 08/24/2023 03:18 PM Pg: 1 of 9

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 18-24-305-013**

Address:

Street: 7910 W 71st Street

Street line 2:

City: Bridgeview

State: IL

ZIP Code: 60455

Lender: Lauren Konney

Borrower: Kitchen Deal, LLC

Loan / Mortgage Amount: \$50,000.00

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.

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Certificate number: OFF11446-4DE2-4B66-8C05-31CB5EE5C22E

Execution date: 8/19/2023

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**PREPARED BY AND WHEN
RECORDED MAIL TO:**

FOR RECORDER'S USE ONLY

Joseph Konney
1114 Circle Ave Apt 1
Forest Park, IL. 60130

MORTGAGE

THIS MORTGAGE made the 19th day of August 2023, between **KITCHEN DEAL, LLC**, an Illinois limited liability company located at 1114 Circle Ave Apt 1, Forest Park, IL. 60130, Mortgagor(s), and of **Lauren Konney, a Married woman located at 1114 Circle Ave., Apt 1, Forest Park, Illinois 60130**, Mortgagee(s),

WITNESSETH:

Mortgagors have executed and delivered to Mortgagees a Promissory Note ("Note") bearing the same date as this mortgage, wherein Mortgagors promise to pay to Mortgagees the principal sum of **\$50,000.00 (Fifty Thousand Dollars)** lawful money of the United States of America, advanced or to be advanced by Mortgagees to Mortgagors, to be paid in the manner and according to the terms and conditions specified in the Note, all of the terms of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the indebtedness, and as security for payment to Mortgagees of the principal and all other sums provided for in the Note and in this Mortgage, according to their respective terms and conditions, and for performance of the agreements, conditions, covenants, provisions and stipulations contained in this Mortgage and in the Note, Mortgagors have granted, conveyed, bargained, sold, alienated, enfeoffed, released, confirmed and mortgaged, and by these presents do hereby grant, convey, bargain, sell, alien, enfeoff, release, confirm and mortgage unto Mortgagees all that certain real estate located at:

7910 W 71st Street, Bridgeview, Illinois 60455
PIN # 18.24.305.013.000

as more fully described as: **LOT IN GILBERT AND WOLF BRIDGEVIEW GARDENS UNIT NO. 1 A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 38, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN RECORDED MAY 9 1949 AS DOCUMENT 14548890 IN COOK COUNTY, ILLINOIS.**

TOGETHER WITH all of Mortgagors' right, title and interest now owned or hereafter acquired in:

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(1) all buildings and improvements erected or hereafter erected thereon; and

(2) any and all tenements, hereditaments and appurtenances belonging to the real estate or any part thereof hereby mortgaged or intended so to be, or in any way appertaining thereto, and all streets, alleys, passages, ways, water courses, and all leasehold estates, easements and covenants now existing or hereafter created for the benefit of Mortgagors or any subsequent owner or tenant of the mortgaged real estate over ground adjoining the mortgaged real estate and all rights to enforce the maintenance thereof, and all other rights, liberties and privileges of whatsoever kind or character, and the reversions and remainders, income, rents, issues and profits arising therefrom, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of Mortgagors in and to the real estate or any part thereof.

All of the above-mentioned real estate, buildings, improvements, fixtures, tenements, hereditaments and appurtenances, and other property interests are sometimes collectively referred to herein as the "Mortgaged Property."

TO HAVE AND TO HOLD the Mortgaged Property hereby conveyed or mentioned and intended so to be, unto Mortgagees, to their own use forever.

MORTGAGORS covenant and agree with Mortgagees that until the indebtedness secured hereby is fully repaid:

1. **Payment and Performance.** Mortgagors shall pay to Mortgagees the principal secured hereby and all other sums hereby secured, and shall keep and perform every other covenant of this Mortgage.

2. **Warranty of Title.** Mortgagors warrant and shall warrant specifically the property hereby conveyed.

3. **Maintenance of Mortgaged Property.** Mortgagors shall abstain from and not permit the commission of waste in or about the Mortgaged Property; shall maintain the Mortgaged Property in good condition and repair, reasonable wear and tear excepted; and shall comply with all laws, ordinances and regulations affecting the Mortgaged Property; provided, however, that if Mortgagors shall, in good faith, and by proper legal action, contest any such law, ordinance or regulation, or the validity thereof, then Mortgagors shall not be required to comply there with so long as such contest operates to prevent enforcement, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagors.

4. **Insurance.** Mortgagors shall keep the Mortgaged Property continuously insured, to the extent of its full insurable replacement value, against loss or damage by fire, with extended coverage in the full fair insurable value of said buildings and improvements. The Policy or Policies for such insurance shall be maintained in full force and effect, until such time as the indebtedness hereby secured is fully repaid.

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5. Taxes and Other Charges. Mortgagors shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the Mortgaged Property or any part thereof, without any deduction, defalcation or abatement, not later than thirty (30) days before the dates on which such taxes, water and sewer rents, claims and liens commence to bear interest or penalties, and shall pay every other tax, assessment, claim, lien, or encumbrance, which may at any time be or become a lien upon the Mortgaged Property prior to the lien of this Mortgage and shall deliver to Mortgagees not later than such dates receipts for the payment thereof; provided, however, that if Mortgagors shall in good faith, and by proper legal action, contest any such taxes, claims, liens, encumbrances or other charges, or the validity thereof, then Mortgagors shall not be required to pay the item or to produce the required receipts as long as such contest operates to prevent collection, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagors. Mortgagors shall at any times upon request of Mortgagees, provide Mortgagees with proof of payment of all applicable taxes.

6. Other Mortgages. Mortgagors shall not make any change to any mortgage superior to this Mortgage which will affect this Mortgage, except with Mortgagees' consent. Mortgagors shall not permit any other Mortgage to be placed on the Mortgaged Property without Mortgagees' consent.

7. Sale of Mortgaged Property. There shall be no sale, transfer or conveyance of the Mortgaged Property or any part thereof without Mortgagees' consent or unless this Mortgage is paid in full at closing.

8. Right to Remedy Defaults. If Mortgagors fail to pay any tax, claim, lien or encumbrance which shall be or become prior in lien to this Mortgage subsequent to the date of this Mortgage, or to pay any insurance premium as aforesaid, or to keep the Mortgaged Property in repair, as aforesaid, or commit or permit waste, then Mortgagees, at Mortgagees' option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as Mortgagees deem advisable to prevent or cure such waste, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, and take such action therein as Mortgagees deem advisable, and for any of said purposes Mortgagees may advance such sums of money as they deem reasonable necessary. Mortgagors will pay to Mortgagees, immediately and without demand, all sums of money advanced by Mortgagees pursuant to this paragraph and all such sums thereof shall be secured hereby.

9. Condemnation. If any part of the Mortgaged Property is condemned, except as hereinafter provided in this Mortgage, all proceeds shall be applied first to pay the indebtedness secured by this Mortgage. No settlement for the damages sustained thereby shall be made by Mortgagors without Mortgagees' prior written approval thereof. If the amount of an initial award of damages for the condemnation is insufficient to pay the amount of the indebtedness secured hereby in full with interest and costs, Mortgagees shall have the right to file an appeal or such other legal proceedings as legal counsel may advise to be appropriate under the circumstances in the name of Mortgagors or of Mortgagees (for which action Mortgagees or such counsel as Mortgagees choose is hereby irrevocably appointed attorney-in-fact for Mortgagors),

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and to prosecute same to final conclusion or otherwise dispose thereof, in which event the expenses of the appeal or other appropriate legal proceedings including, but not limited to counsel fees, shall be first paid out of the proceeds, and no credit shall be given on account of the mortgage debt other than a credit for the amount, if any, whereby the final proceeds exceed all such expenses. Nothing in this covenant or elsewhere in the Mortgage shall limit rights otherwise available at law to Mortgagees, including but not limited to rights to intervene as a party in any condemnation proceeding.

10. Events of Default. The following shall constitute events of default under this Mortgage:

(a) The failure of Mortgagors to pay the principal sum evidenced by the Note when the Note is payable;

(b) The failure of Mortgagors to pay any sum required to be paid by the terms of the Note or this Mortgage when the same is payable;

(c) The failure of Mortgagors to perform any covenant or agreement in the Note or this Mortgage;

(d) Any assignment for the benefit of Mortgagors' creditors, or other proceedings intended to liquidate or rehabilitate Mortgagors' estate, or Mortgagors' becoming insolvent within the meaning of the federal bankruptcy law;

(e) A material misrepresentation or materially false warranty made by the Mortgagors in the Note, this Mortgage or in any other documents which pertain to the Note or this Mortgage.

11. Notice. A notice mailed by certified mail to Mortgagors or to the person or persons who are then the owner or owners of the Mortgaged Property at the Mortgaged Property or at such other address as Mortgagors shall designate to Mortgagees in writing shall be sufficient notice when required under this Mortgage.

12. Remedies.

(a) Upon the happening of any event of default, the entire unpaid balance of the principal, and all other sums secured by this Mortgage shall become immediately due and payable, at the option of Mortgagees, after the applicable notice and grace period, if any.

(b) When the entire indebtedness shall be come due and payable, either because of maturity or because of the occurrence of any event of default, or otherwise, then forthwith, Mortgagees may:

(i) Foreclosure. Institute an action of mortgage foreclosure, or take such other action, as the law may allow, at law or in equity, for the enforcement thereof and

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realization on the mortgage security or any other security which is herein or elsewhere provided for, and proceed thereon to final judgment and execution thereon for the entire unpaid balance of said principal sum, together with all other sums secured by this Mortgage, all costs of suit or any judgment obtained by Mortgagees from and after the date of any Sheriff's Sale of the Mortgaged Property and a reasonable attorney's commission for collection, without further stay, any law, usage or custom to the contrary notwithstanding;

(ii) Entry: Receivership. Enter into possession of the Mortgaged Property with or without legal action, and by legal force if necessary, lease the same, collect all rents and profits therefrom and, after deducting all costs of collection and administration expense, apply the net rents and profits to the payment of taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges (including but not limited to agents' compensation and fees, and costs of counsel and receivers) and to the maintenance, repair and /or restoration of the Mortgaged Property, or on account and in reduction of the principal and/or interest, hereby secured, in such order and amounts as Mortgagees in Mortgagee's sole discretion may elect; and have a receiver appointed to enter into possession of the Mortgaged Property, collect the rents and profits therefrom, and apply the same as the court may direct. Mortgagees shall be liable to account only for rents and profits received by Mortgagees. For such purposes Mortgagors hereby authorize any attorney of any court to appear for Mortgagors to sign an agreement for entering an amicable action of ejectment for possession of the Mortgaged Property, and to confess judgment therein against Mortgagors in favor of Mortgagees, whereupon a writ may forthwith issue for the immediate possession of the Mortgaged Property without any prior writ or proceeding whatsoever; and for so doing this Mortgage or a copy hereof verified by affidavit shall be a sufficient warrant;

(iii) UPON THE OCCURRENCE OF AN EVENT OF DEFAULT MORTGAGORS HEREBY AUTHORIZE AND EMPOWER ANY ATTORNEY OR ATTORNEYS OF ANY COURT OF THE STATE OF FLORIDA OR ELSEWHERE TO APPEAR FOR MORTGAGORS AND, AS ATTORNEY FOR MORTGAGORS, TO SIGN AN AGREEMENT FOR ENTERING AN AMICABLE ACTION OF EJECTMENT FOR POSSESSION OF THE MORTGAGED PROPERTY, AND TO CONFESS JUDGMENT THEREIN AGAINST MORTGAGORS IN FAVOR OF MORTGAGEES, FOR SO DOING, THIS MORTGAGE OR A COPY HEREOF CERTIFIED BY AFFIDAVIT SHALL BE A SUFFICIENT WARRANT, THEREUPON, A WRIT OF POSSESSION MAY IMMEDIATELY ISSUE FOR THE POSSESSION OF THE MORTGAGED PROPERTY, WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER, MORTGAGEES MAY BRING SUCH AMICABLE ACTION IN EJECTMENT BEFORE OR AFTER: (i) THE INSTITUTION OF FORECLOSURE PROCEEDINGS UNDER THIS MORTGAGE; (ii) THE ENTRY OF JUDGMENT THEREUNDER OR UNDER THE NOTE; OR (iii) A SHERIFF'S SALE OF THE MORTGAGED PREMISES.

(iv) DEED IN LIEU OF FORECLOSURE: In the event of default, Mortgagor to provide mortgagee a deed in lieu of foreclosure

13. Cumulative Rights and Remedies. The rights and remedies of Mortgagees as provided in this Mortgage, and the warrant herein contained, shall be cumulative and concurrent, and may be pursued singly, successively or together at the sole discretion of Mortgagees, and

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may be exercised as often as occasion therefore shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

14. **Waiver of Defenses and Certain Notices.** Mortgagors hereby waive and release all benefit that might accrue to Mortgagors by virtue of any present or future laws exempting the Mortgage Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment, and all notices not herein elsewhere specifically required, of Mortgagors' default or of Mortgagees' exercise, or election to exercise, any option under this Mortgage.

15. **Counsel Fees.** If Mortgagees retain the services of counsel in order to cure any default under this Mortgage or the Note, counsel's commission amounting to five percent (5%) of the amount due, but in no event less than the sum of five hundred dollars (\$500.00), shall be payable by Mortgagors to Mortgagees and shall be secured by this Mortgage. Mortgagors shall pay the cost of the title search and all other reasonable costs incurred by Mortgagees in connection with proceedings to recover any sums secured hereby. If Mortgagees become a party to any suit or proceedings affecting the Mortgaged Property or title thereto, the lien created by this Mortgage or Mortgagees' interest therein, or following an event of default hereunder if Mortgagees engage counsel to collect the obligations secured by this Mortgage or to enforce performance of the agreement, conditions, covenants, provisions or stipulations of this Mortgage or the Note, Mortgagees' cost, expenses and counsel fees, whether or not suit is instituted, shall be paid to Mortgagees by Mortgagors, on demand, and until paid they shall be included in the obligations secured by this Mortgage.

16. **Satisfaction of this Mortgage.** If Mortgagors comply with the provisions of this Mortgage and pays to Mortgagees the principal sum due under this Mortgage, and all other sums payable by Mortgagors to Mortgagees as are hereby secured, and in the manner and at the times herein set forth, without deduction, fraud or delay, then and from time forth this Mortgage, and the estate hereby granted, shall cease and become void, anything hereinbefore contained to the contrary notwithstanding.

17. **Applicable Law.** The parties intend that this Mortgage shall be governed by and construed according to the laws of the State of Florida.

18. **Miscellaneous.** Whenever used in this Mortgage, unless the context clearly indicates a contrary intent:

(a) The word "Mortgagors" shall mean the person who executes this Mortgage and any subsequent owner of the Mortgaged Property and his respective heirs, executors, administrators, successors and assigns:

(b) The word "Mortgagees" shall mean the persons specifically names herein as "Mortgagees" or any subsequent holder of this Mortgage;

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(c) The word "persons" shall mean an individual, corporation, partnership or unincorporated association;

(d) The use of any gender shall include all genders;

(e) The singular number shall include the plural and the plural the singular as the context may require; and

(f) If Mortgages be more than one person, all agreements, conditions, covenants, provisions, stipulations, warrants of attorney, authorizations, waivers, releases, options, undertakings, rights and benefits made or given by Mortgages shall be joint and several, and shall bind and affect all persons who are defined as "Mortgages" as fully as though all of them were specifically names herein wherever the word "Mortgages" is used.

(g) If any provision of this Mortgage is found void or unenforceable, same shall not affect any other provisions of this Mortgage, and all other provisions shall remain in full force and effect.

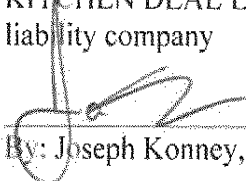
(h) Captions. The captions in this Mortgage are inserted only for convenience of reference and in no way define, limit or describe the scope or intent of this Mortgage or any particular paragraph or section of this Mortgage, nor the proper construction of this Mortgage.

19. Buyer's Occupation. The property covered by this Mortgage is not the business or residential homestead of Borrower, and Borrower has no present intent to occupy in the future or use or claim in the future such property either as business or residential homestead.

IN WITNESS WHEREOF, this Mortgage has been duly executed as of the day and year first above written.

KITCHEN DEAL LLC, an Illinois limited liability company

Witness NIA


By: Joseph Konney, Manager

State of Illinois
County of COOK

On this 19th day of August 2023, before me, the undersigned officer, personally appeared Joseph Konney

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known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.


Notary Public



Property of Cook County Clerk's Office

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