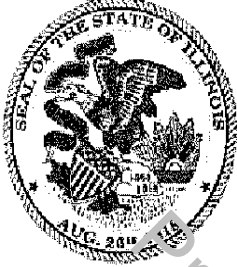


Illinois Anti-Predatory Lending Database Program

Doc#: 2323729119 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 08/25/2023 02:28 PM Pg: 1 of 10

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: PIN: 14-17-224-024-1003

*PTA 3-93288
Jell @ acc rec only
Prop Title.*

Address:

Street: 4430 N. Clifton Avenue, Unit 2S

Street line 2:

City: Chicago

State: IL

ZIP Code: 60640

Lender: Paul Sedlack and Nancy H. Sedlack as trustees of the Paul Sedlack Revocable Trust dated 9/21/2020 and Nancy H. Sedlack Revocable Trust dated 9/21/2020

Borrower: Andrew J.H. Sedlack

Loan / Mortgage Amount: \$490,000.00

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: B04E08D2-6E45-4BBA-ACFA-33AB7D1CF014

Execution date: 7/17/2023

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MORTGAGE (ILLINOIS)

Above Space for Recorder's use only

THIS AGREEMENT, made July 17, 2023 between Andrew J.H. Sedlack, herein referred to as "Mortgagor" on the one hand, and Paul Sedlack and Nancy H. Sedlack as trustees of the Paul Sedlack Revocable Trust dated 9/21/2020 and Nancy H. Sedlack Revocable Trust dated 9/21/2020, herein referred to as "Mortgagees" on the other, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagees upon the Note of even date herewith, in the principal sum of Four Hundred Ninety Thousand 00/100 (\$490,000.00) payable to the order of and delivered to the Mortgagees, 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 said Note, with a final payment of the balance due on the July 17, 2032, and all of said principal and interest are made payable at such place as the holder of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the address of the Mortgagees at 12 Knollwood Lane, Darien, Connecticut 06820.

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 and No/100 Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagees, and the Mortgagees' successors and assigns, the following described Real Estate and all of his estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY of COOK, IN THE STATE OF ILLINOIS, to wit:

LEGAL DESCRIPTION:

Parcel 1:

Unit 4430-2, Clifton Condominium as delineated on a survey of the following described real estate: The North 20.00 feet of Lot 293 and all of Lot 294 (except the north 10.00 feet of said lot) in William Deering Strenden Subdivision of a part of the West half of the Northeast Quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Which survey is attached as Exhibit D to the Declaration of condominium recorded as Document 95807204, together with its undivided percentage interest in the common elements.

Parcel 2:

The exclusive right to the use of P2-S, a limited common element as delineated on the survey attached to the declaration aforesaid recorded as Document 95807204.

PROPERTY ADDRESS:

4430 N. Clifton Avenue, Unit 2S, Chicago, Illinois 60640

PERMANENT INDEX NUMBER:

14-17-224-024-1003

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

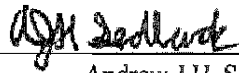
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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as the Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein 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, indoor beds, 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 the Mortgagor or his successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the Premises unto the Mortgagees, and the Mortgagees' 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 release and waive.

This Mortgage consists of 6 pages. The covenants, conditions and provisions appearing on pages 3 to 6 are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, his heirs, successors and assigns.

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



Andrew J.H. Sedlack

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Andrew J.H. Sedlack, 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 to me that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 17 day of July 2023.





NOTARY PUBLIC

My Commission Expires:

Dec 4, 2023

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

1. The Mortgagor warrants title to the premises and covenants with the Mortgagees that the Mortgagor is the true and lawful owner of the Premises and is well seized of the same in fee simple and has good right and full power to grant and mortgage the same, and that the Premises is free and clear of all encumbrances, except only restrictions and easements of record, taxes and assessments not yet due or delinquent, and such other matters as are herein above following the legal description of said premises expressly set forth; and the Mortgagor further covenants that the Mortgagor will warrant and defend the same against all lawful claims of all persons except as herein above provided.

2. The Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be 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 Mortgagees; (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.

3. The 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 promptly furnish to the Mortgagees duplicate tax bills and duplicate receipts therefor. To prevent default hereunder, the Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which the Mortgagor may desire to contest.

4. 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 Mortgagees the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by the Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagees' 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 in any such event, the Mortgagor, upon demand by the Mortgagees, shall pay such taxes or assessments, or reimburse the Mortgagees therefor; provided, however, that if, in the opinion of counsel for the Mortgagees, (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 in such event, the Mortgagees may elect, by notice in writing given to 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.

5. 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 Mortgagees, and the Mortgagees' successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note secured hereby.

6. 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.

7. The Mortgagor shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, lightning and windstorm 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, on terms satisfactory to the Mortgagees, under insurance policies payable, in case of loss or damage, to the Mortgagees, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall

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deliver all policies, including additional and renewal policies, to the Mortgagees, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

8. If the Premises or any part thereof shall be condemned and taken under the power of eminent domain, or if any award for any change or grade of streets affecting the Premises shall be made, all damages and awards for the property so taken or damaged shall be paid to the holder of this Mortgage, to the amount then unpaid on the indebtedness hereby secured, without regard to whether or not the balance remaining unpaid on the indebtedness may then be due and payable; and the amount so paid shall be credited against the indebtedness and, if insufficient to pay the entire amount thereof, may, at the option of the holder, be applied to the last maturing installments, and the balance of such damages and awards, if any, shall be paid to the Mortgagor. The holder of this Mortgage is hereby given full power, right, and authority to receive and receipt for any and all such damages and awards.

9. If the Mortgagor or any obligor on the Note secured hereby: (1) files a voluntary petition in bankruptcy under the Bankruptcy Code of the United States, or (2) is adjudicated a bankrupt under said act, or (3) is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency, or (4) makes a general assignment for the benefit of creditors, or (5) fails to pay before any penalty attaches all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, then and on the occurrence of any of said conditions, at the option of the Mortgagees, the entire balance of the principal amount secured hereby, together with all accrued interest, shall immediately become due and payable.

10. The Mortgagor shall comply with all statutes, ordinances, and governmental requirements affecting the Premises, and if the Mortgagor neglects, or refuses to so comply and such failure or refusal continues for a period of thirty (30) days, then, at the option of the Mortgagees, the entire balance of the principal amount secured hereby, together with all accrued interest, will immediately become due and payable.

11. In case of default therein, the Mortgagees may, but need not, make any payment or perform any act hereinbefore required of the 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, if 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 the Mortgagees 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 the Mortgagees shall never be considered as a waiver of any right accruing to the Mortgagees on account of any default hereunder on the part of the Mortgagor.

12. The Mortgagees 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.

13. The Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagees and without notice to the Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) 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.

14. When the indebtedness hereby shall become due whether by acceleration or otherwise, the Mortgagees shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and

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included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagees for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as the Mortgagees 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 the Mortgagees in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagees 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.

15. 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 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; fourth, any overage to the Mortgagor, his heirs, legal representatives or assigns, as their rights may appear.

16. 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 the 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 Mortgagees 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 times when the Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers 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 deficiency.

17. 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 the same in an action at law upon the Note hereby secured.

18. The Mortgagees shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

19. If requested by the Mortgagees, the Mortgagor shall periodically deposit with the Mortgagees such sums as the Mortgagees may reasonably require for payment of taxes and assessments on the Premises. No such deposit shall bear any interest.

20. 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 therefor, or interested in said Premises, shall be

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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 Mortgagees, notwithstanding such extension, variation or release.

21. The Mortgagees shall release this Mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to the Mortgagees for the execution of such release. The Mortgagor further covenants and promises that he shall pay all of the Mortgagees' expenses and attorneys' fees associated with the release of this Mortgage as well as the release of any other mortgages, guaranties or instruments given as security for the indebtedness evidenced by the Note.

22. This Mortgage and all provisions hereof, shall extend to and be binding upon the Mortgagor and all persons claiming under or through the 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 "Mortgagees" when used herein shall include the successors and assigns of the Mortgagees named herein and the holder or holders, from time to time, of the Note secured hereby.

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Parcel 1:

Unit 4430-2, Clifton Condominium as delineated on a survey of the following described real estate:

The North 20.00 feet of Lot 293 and all of Lot 294 (except the North 10.00 feet of said lot) in William Deering Surrenden Subdivision of a part of the West 1/2 of the Northeast 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

Which survey is attached as Exhibit "D" to the Declaration of condominium recorded November 21, 1995 as Document 95807204, together with its undivided percentage interest in the common elements.

Parcel 2:

The exclusive right to the use of P2-S, a limited common element as delineated on the survey attached to the Declaration aforesaid, recorded as Document 95807204.

Property of Cook County Clerk's Office

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Condominium Rider

THIS CONDOMINIUM RIDER is made this 17th day of July, 2023, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Paul Sedlack and Nancy H. Sedlack as trustees of the Paul Sedlack Revocable Trust dated 9/21/2020 and Nancy H. Sedlack Revocable Trust dated 9/21/2020 (the "Lender") of the same date and covering the Premises described in the Security Instrument and located at:

4430 N. Clifton Ave., Unit 2S
Chicago, Illinois 60640

The Premises include a unit in, together with an undivided interest in the common elements of, a condominium project known as:

4430-32 Clifton Condominiums

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Premises also include Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project, which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage" and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 19 of the Security Instrument for the payment to Lender of installments for property insurance on the Premises; and (ii) Borrower's obligation under Section 7 of the Security Instrument to maintain property insurance coverage on the Premises is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Premises, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether due or not then due, with the excess, if any, paid to Borrower.

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C. **Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Premises, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 8 of the Security Agreement.

E. **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Premises or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents unless the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. **Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Condominium Rider.



Andrew J.H. Sedack

July 17, 2023