

## Illinois Anti-Predatory Lending Database Program

Doc#: 2401246052 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 01/12/2024 11:48 AM Pg: 1 of 12

### Certificate of Exemption



**Report Mortgage Fraud**  
**844-768-1713**

The property identified as: **PIN: 16-14-413-046-0000**

**Address:**

**Street:** 806-808 S Homan Ave

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60624

**Lender:** Magdan Construction Inc.

**Borrower:** Jackie and Alan Martin

**Loan / Mortgage Amount:** \$124,693.90

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:** 689A1594-E4D7-446B-AD82-23D42586A802

**Execution date:** 11/28/2023

**UNOFFICIAL COPY**

After Recording Mail to:

Magdan Construction Inc.  
8450 W Grand Ave.  
River Grove, IL 60171

FOR RECORDER'S USE ONLY – COOK COUNTY  
PIN: 16-14-413-046-0000

This Mortgage prepared by:  
Beata Bukranova  
1600 Golf Rd., Ste 1200  
Rolling Meadows, IL 60008

**MORTGAGE-LINE OF CREDIT**

**MAXIMUM LIEN.** At no time shall the principal amount of indebtedness secured by the Mortgage, no including sums advanced to protect the security of the Mortgage, exceed \$124,693.90.

**THIS MORTGAGE** dated November 28, 2023, is made and executed between Magdan Construction Inc., and Illinois corporation (referred to below as "Lender") and **Jackie and Alan Martin** of Cook County, Illinois (referred to below as "Borrower").

**GRANT OF MORTGAGE.** For valuable consideration, Borrower Mortgages, warrants and conveys to Lender all of Borrower's right, title, and interest in and to the following described real Property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances, all water, water rights, watercourses and all other rights, royalties, and profits relating to the real Property including without limitations all mineral and similar matters (the "Real Property") located in Cook County, State of Illinois.

**LEGAL:** See Exhibit A

**PIN:** 16-14-413-046-0000

Commonly known as: 806-808 S Homan Ave Chicago IL 60624.

Borrower presently assign to Lender all of Grantor's rights, title and interest in and all present and future leases of the Property and all Rents from the Property.

**THIS MORTGAGE IS GIVEN TO SECURE A PAYMENT OF THE INDEBTEDNESS AND PERFORMANCE**

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OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS: PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Borrower's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower agrees that Borrower's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Borrower may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Borrower shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance with Environmental Laws.** Borrower represents and warrants to Lender that (1) During the period of Borrower's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance by any person on, under, about or from Property; (2) Borrower has no knowledge of, or reasons to believe that there has been any breach or violation of any environmental laws, or any use or storage of hazardous substances on the Property by any prior owners or occupants of the Property, or any threatened litigation of claims of any kind relating to such matters.

**Nuisance, Waste.** Borrower shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Borrower will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Borrower shall not demolish or remove any improvements from the Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Borrower to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender Right to Enter.** Lender and Lender's agents and representatives may enter upon the Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Borrower's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Borrower shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans with Disabilities Act, Borrower may contest in good faith any such law, ordinance, or regulation

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and withhold compliance during any proceedings, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interest in the Property are not jeopardized. Lender may require Borrower to post adequate security or surety bond, reasonably satisfactory to Lender, to protect Lender's interests.

**Duty to Protect.** Borrower agrees neither to abandon or leave unattended the Property. Borrower shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE- CONSENT BY LENDER.** Lender May, and Lenders option, declare immediately due and payable also secured by this Mortgage upon the sale or transfer, without Lenders prior written consent, of all or any part of the real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Property.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Borrower shall pay when due and then all events prior to delinquency, all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Borrower shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not do as for the specified in the right to contest paragraph.

**Right to Contest.** Borrower may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If lien arises or is filed as a result of nonpayment, Borrower shall within 15 days after the lien arises or, if the lien is filed, within 15 days after Borrower has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to the Lender in an amount sufficient to discharge the lien plus any costs and attorney's fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, grantor shall defend its self and Lender and shall satisfy any adverse judgment before enforcement against the Property. Borrower shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Borrower shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental officials to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

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Notice of Construction. Borrower shall notify Lender at least 15 days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanics lien, material lien, or other lien could be assessed an account of the work, services, or materials.

Borrower will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Borrower can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to ensuring the Property are part of this Mortgage:

**Maintenance of Insurance.** Borrower shall procure and maintain policies of fire insurance with standard extended coverage endorsement on a replacement basis for the full insurable value covering all improvements on the Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard Mortgagee clause in favor of Lender. Borrower shall also procure and maintain, comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insured in such liability insurance policies. Additionally, Borrower shall maintain such other insurance, including but not limited to hazard, business interruption in boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Borrower shall deliver to Lender certificates of coverage from each ensure containing a stipulation that coverage will not be canceled or diminished without a minimum of 10 days prior to written notice to Lender and not containing any disclaimer of insurance liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in anyway by any act omission or default of Borrower or any other person.

**Application of Proceeds.** Borrower shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Borrower fails to do so within 15 days of the casualty. Whether or not Lender's security is impaired, Lender May, and Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply to proceed to restoration and repair, Borrower shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Borrower from the proceeds for the reasonable cost of repair or restoration if Borrower is not in default under this Mortgage. Any proceeds which have not been dispersed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder if any, shall be applied to the principal balance of the indebtedness. If Lender hold any proceeds after payment in full of the indebtedness, such proceeds shall be paid tomorrow or as Borrower's interests may appear.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Borrower fails to comply with any provision of this

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Mortgage or any related document, Lender on Borrower's behalf may take any action that Lender deems appropriate. All such expenditures incurred or paid by Lender for such purposes will then bear the default interest rate charged under the Note from the date incurred were paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the indebtedness and, at Lender's option, will be payable on either demand or be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Borrower has good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the real Property description or in any title insurance policy, title report, or final title option insured in favor of, and excepted by, Lender in connection with this Mortgage, and (b) Borrower has the full rights, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the extension in paragraph above, Borrower warrants and will forever defend the title to the Property against the law for claims of all persons. In the event of any action or proceeding is commenced that questions Borrower's title or the interest of Lender under this Mortgage, Borrower shall defend the action at Borrower's expense. Borrower may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Borrower will deliver, or cost to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance with Laws.** Borrower warrants that the property and borrower's use of the property complies with all existing laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by the Borrower in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as borrower's indebtedness shall be paid in full.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this mortgage:

**Current Taxes, Fees and Charges.** Upon request by lender, borrower shall execute such documents in addition to this mortgage and take whatever other action is requested by lender to perfect and continue lender's lien on the Real property. Borrower shall reimburse lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this mortgage.

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Taxes. The following shall constitute Taxes to which this section applies: (1) a specific text upon this type of mortgage or upon all or any part of the indebtedness secured by this mortgage; (2) a specific text and Bierow were which borrower is authorized or required to deduct from payment of the indebtedness secured by this type of mortgage; (3) a text on this type of mortgage chargeable against the lender or the holder of the note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by borrower.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this mortgage as a security agreement are a part of this mortgage:

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the property constitutes fixtures, and lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by lender, borrower shall take whatever action is requested by lender to Perfect and continue lender security interest in the rents and personal property. In addition to recording this mortgage in real property records, lender May, at any time and without further authorization from borrower, file executed counterparts, copies or reproductions of this mortgage, as a financing statement. Borrow shall reimburse lender for all expenses incurred.

**Addresses.** The mailing addresses of borrower and lender from which information concerning the security interest granted by this mortgage may be obtained art is stated on the first page of this mortgage.

**Further Assurances.** At any time, and from time to time, upon request of lender, borrower will make, execute and deliver, or will calls to be made, executed or delivered, to lender and when requested by lender, cost to be filed, recorded, refiled, or recorded, is the case may be, it's such times and in such offices and places is lender may deem appropriate, any and all such mortgages, deeds of trust, security deed, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve lender's rights.

**Attorney-in-Fact.** If borrower fails to do any of the things reference to in the preceding paragraph, lender may do so for and in the name of Borrower and at Borrower's expense. For such purposes, borrower here by irrevocably appoints lender as borrower's attorney in fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in lenders soul opinion, to accomplish the matters referred to in the preceding paragraph.

**EVENTS OF DEFAULT.** Each of the following, at lenders option, shall constitute an event of default under this mortgage:

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**Payment Default.** Borrower fails to make any payment when do under the indebtedness.

**Default on Other Payments.** Failure of borrower will send a time required by this mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to affect discharge of any lien.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this mortgage or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between lender and borrower.

**False Statements.** Any warranty, representation or statement made or furnished to lender by borrower or on borrower's behalf under this mortgage or related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Other Events.** If borrower dies or becomes incompetent, or revoked or disputes the validity of, or liability under this Mortgage or Note.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an event of default and at any time thereafter, lender, at lenders option, may exercise any of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender she'll have the right and it's option without notice tomorrow or to declare the entire indebtedness immediately due and payable.

**Collect Rents.** Lender shall have the right, without notice to borrower, to take possession of the property and collect the rent, including amount past due and unpaid, and apply the net proceeds, over and above lenders costs, against the indebtedness. If the rents are collected by lender, then borrower irrevocably designate lender is borrowers attorney in fact to endorse instruments received in payment they're off in the name of borrower and to negotiate the same and collect the proceeds.

**Mortgagee in Possession.** Lender shall have the rights to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the property, with the power to protect and preserve the property, to operate the property preceding for closure or sale, and to collect the rent from the property and applied the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver may serve without bond, if permitted by law.

**Judicial Foreclosure.** Lender may obtain a judicial decree for Closing borrower's interest in all or any part of the property.



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Deficiency Judgment. If permitted by applicable law, lender may obtain a judgment for any deficiency remaining in the indebtedness due to lender after application of all amounts received from the exercise of the rights provided in this section.

Sale of Property. Lender shall give borrower reasonable notice of the time in place of any public sale of the personal property or of the time after which any private sale or other intended disposition of the personal property is to be made. Reasonable notice shall mean notice given at least 10 days before the time of the sale or disposition. Any sale of the personal property may be made in conjunction with any sale of the Real property.

Attorneys' Fees, Expenses. If lender institutes any suit or action to enforce any of the terms of this mortgage, lender shall be entitled to recover such sum as the court may deem reasonable as attorney's fees at the trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses lender incurs that in lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the default rate provided for in the note.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this mortgage:

Amendments. This mortgage, together with any related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this mortgage. No alterations of or amendments of this mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Governing Law. This mortgage will be governed by Illinois law.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this mortgage unless such waiver is given in writing and signed by lender. No delay or omission on the part of lender in exercising in the right shall operate as a waiver of such right or any other right. A waiver by lender of any provision of this mortgage shall not prejudice or constitute a waiver of lender's right otherwise to demand strict compliance with that provision or any other provision of this mortgage. No prior waiver by lender, nor any course of dealing between lender and borrower, shall constitute a waiver of any of the lender's rights or of any of borrower's obligations as to any future transactions. Whenever the consent of lender is required under this mortgage, the granting of such consent by lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of lender.

Severability. If a court of competent jurisdiction finds any provision of this mortgage to be illegal, invalid, or unenforceable as to any circumstance, the findings shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted.

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from this mortgage. Unless otherwise required by law, the illegality, in validity, or unenforceable to of any provision of this mortgage shall not affect the legality, validity or enforceability of any other provision of this mortgage.

Waiver of Homestead Exemption. Borrower hereby releases and waves all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this mortgage.

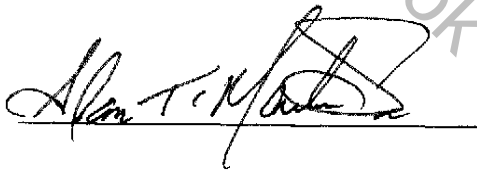
Definition. The following capitalized words shall have the following meaning when used in this mortgage document:

Note. The word note means the promissory note dated November 28, 2023 between executed by the Borrower(s) in the principal amount of \$124,693.90.

Property or Real Property. The words property or Real property means the real property, interests and rights, it s further described in this mortgage by physical address and legal description.

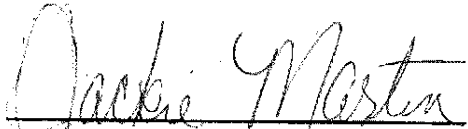
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND BORROWER AGREES TO ITS TERMS.

BORROWER:

  
\_\_\_\_\_

11/28/23  
Date

BORROWER:

  
\_\_\_\_\_

11-28-23  
Date

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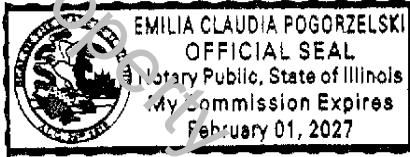
## NOTARY PUBLIC

### FIRST BORROWER:

State of Illinois )  
 ) ss  
County of COOK )

Sworn to before me this 28 day of NOVEMBER, 2023, by ALAN MARTIN (name).

SEAL



Notary:

*Emilia C Pogorzelski*

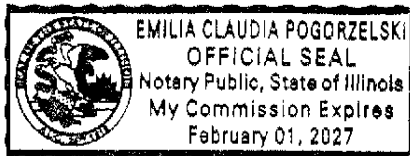
My notary expires on 2/1/2027

### SECOND BORROWER:

State of Illinois )  
 ) ss  
County of COOK )

Sworn to before me this 28 day of NOVEMBER, 2023, by JACKIE MARTIN (name).

SEAL



Notary:

*Emilia C Pogorzelski*

My notary expires on 2/1/2027

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## EXHIBIT A

Legal Description:

PARCEL 1:

Lot 43 in Homan Square phase two, Section One, being a re-subdivision of lots 1 through 48 inclusive, and the vacated 16 foot east/west alley, in block 10 in E.A. Cummings and Co.'s Central Park Avenue addition, a subdivision of part of the southeast 1/4 of section 1, Township 39 North, Range 13 east of the third principal meridian, lying south of the north 40 rods thereof and north of the north line of the Chicago and Great Western Rail Road, recorded one 23, 1988 as document number 2837304 in the recorder's office recorded July 28, 1995 as document number 95492644, all in Cook County, Illinois.

PARCEL 2:

A non exclusive easement for the benefit of parcel 1 for pedestrian and vehicular access, ingress and egress over and across all common sidewalks, any alleys, streets or roadways as created in the declaration of covenants, conditions, restrictions and elements for Homan Square residents Association recorded June 27, 1994 as document number 94558398 and as amended by document numbers 93230840, 95190932 and