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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



Doc# 2410308001 Fee \$88.00
ILRHSP FEE:\$18.00 RPRF FEE:\$1.00
KAREN A. YARBROUGH
COOK COUNTY CLERK'S OFFICE
DATE: 4/12/2024 9:26 AM
PAGE: 1 OF 8

The property identified as: **PIN:** 17-04-435-038-1048

Address:

Street: 9 WEST WALTON STREET

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60610

Lender: THEODORE J. THEOPHILOS AND JPMORGAN CHASE BANK, N.A. AS TRUSTEES OF THE SL EGI TRUST
AND THE SL LFT TRUST

Borrower: SARA B. LURIE, AS TRUSTEE OF THE SARA B. LURIE REVOCABLE TRUST

Loan / Mortgage Amount: \$219,280.55

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: 904CC1D9-03C8-40F1-9C01-8E6C0F0E041E

Execution date: 4/5/2023

8

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This instrument was prepared by
and after recording return to:

Kathleen O'Hagan Scallan
Loeb & Loeb LLP
321 N. Clark Street, Suite 2300
Chicago, IL 60654

MORTGAGE

THIS MORTGAGE (the "Mortgage") is effective as of April 5, 2024, between SARA B. LURIE, as Trustee of the Sara B. Lurie Revocable Trust ("Borrower"), and THEODORE J. THEOPHILOS and JPMORGAN CHASE BANK, N.A., as Trustees of each of the (a) SL EGI Trust (the "EGI Lender") and (b) the SL LFT Trust (the "LFT Lender" and, together with the EGI Lender, jointly, the "Lenders").

WITNESSETH:

WHEREAS, Borrower is justly indebted to the EGI Lender upon a Promissory Note dated the same date as this Mortgage, in the principal sum of TWO HUNDRED NINETEEN THOUSAND, TWO HUNDRED EIGHTY DOLLARS and FIFTY FIVE CENTS (\$219,280.55), payable to the order of and delivered to the EGI Lender (as the same may from time to time be amended, supplemented or extended, the "EGI Note"), by which EGI Note Borrower promises to pay to the holder of the EGI Note the principal sum and interest at the rate and in installments as provided in the EGI Note, with a final payment of the balance due on the date set forth in the EGI Note, and all of the principal and interest payments are made payable at such place as the holder of the EGI Note shall in writing appoint.

WHEREAS, Borrower is justly indebted to the LFT Lender upon a Promissory Note dated the same date as this Mortgage, in the principal sum of TWO HUNDRED NINETEEN THOUSAND, TWO HUNDRED EIGHTY DOLLARS and FIFTY SIX CENTS (\$219,280.56), payable to the order of and delivered to the LFT Lender (as the same may from time to time be amended, supplemented or extended, the "LFT Note" and, together with the EGI Note, collectively, the "Notes") by which LFT Note Borrower promises to pay to the holder of the LFT Note the principal sum and interest at the rate and in installments as provided in the LFT Note, with a final payment of the balance due on the date set forth in the LFT Note, and all of the principal and interest payments are made payable at such place as the holder of the LFT Note shall in writing appoint.

NOW, THEREFORE, to secure (a) the payment of the principal sum and interest in accordance with the terms, provisions, and limitations of the Notes, and (b) to secure the payments and performance of the covenants and agreements contained in this Mortgage and the Notes to be performed by Borrower, and also in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is acknowledged, Borrower does by these presents

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MORTGAGE, ASSIGN, TRANSFER, SET OVER, CONVEY AND WARRANT unto Lenders, and Lenders' successors and assigns, the real estate described on the attached Exhibit A and together with all of Borrower's estate, right, title and interest in that real estate, situated in the City of Chicago, County of Cook in the State of Illinois (the "Real Estate");

TOGETHER WITH: (a) all buildings, structures, improvements, tenements, easements, fixtures, equipment, and appurtenances belonging to the Real Estate; (b) all rents, issues, and profits of the Real Estate (which are pledged primarily and on a parity with the Real Estate and not secondarily); and (c) all apparatus, equipment, fixtures, articles or other personal property of Borrower used in connection with the ownership, operation or construction of or upon the Real Estate. All of the items listed are declared to be a part of the Real Estate whether physically attached to the Real Estate or not, and it is agreed that all similar apparatus, equipment, fixtures or other personal property from now on placed in or on the Real Estate by Borrower or her successors or assigns after the date of this Mortgage, will be considered as constituting part of the Real Estate. The property described in this paragraph together with the Real Estate is from now on in this document referred to as the "Premises."

TO HAVE AND TO HOLD the Premises unto Lenders, and Lenders' successors and assigns, forever, for the purposes and uses set forth in this Mortgage, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits Borrower does expressly release and waive.

BORROWER FURTHER REPRESENTS, WARRANTS, COVENANTS, AND AGREES AS FOLLOWS:

1. Repair; Restoration, Compliance With Law. Borrower shall (a) promptly repair, restore, and rebuild any buildings or improvements (or portions thereof) now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly permitted in this Mortgage; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of the prior lien to Lenders; (d) comply with all laws, codes, statutes, rules, ordinances, regulations or other requirements of governmental authorities (collectively, "Laws") with respect to Borrower or the Premises and the use of the Premises; and (e) make no material alterations in the Premises except as required by Law or approved by Lenders.

2. Taxes. Borrower shall promptly pay when due all real estate taxes, special taxes, special assessments, water charges, sewer service charges, and other charges, fines and impositions levied against the Premises, and shall, upon written request, furnish to Lenders duplicate receipts for those payments.

3. Release. Lenders shall release this Mortgage and the lien of this Mortgage by proper instrument upon payment and discharge of all Obligations (as hereinafter defined) secured by this Mortgage.

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4. Insurance. Borrower shall maintain, at all times, insurance policies in a minimum amount equal to the principal balance of this Mortgage and in types and with terms and provisions, satisfactory to Lenders.

5. Casualty. In the event of a substantial (as determined in Lenders' sole discretion) loss or casualty to any portion of the Premises, at the option of Lenders, all Obligations shall, upon notice, become due and payable, whether or not an Event of Default (as defined in the Note) has occurred. In the event Lenders do not exercise their right to accelerate the Loan (as defined in each Note) pursuant to this Section or the loss or casualty is not substantial, Lenders are authorized to collect all insurance proceeds and apply them, at Lenders' option, to the reduction of the Obligations hereby secured (to the extent of the amount outstanding under the Notes), whether due or not then due, or to repair the damage or restore the Premises.

6. Condemnation. If all or any part of the Premises will be taken through condemnation, and the taking would, in the judgment of Lenders, render all or any part of the Premises not reasonably accessible or not in compliance with applicable Laws, all Obligations shall, upon notice, become due and payable at once at the option of Lenders, whether or not an Event of Default has occurred. In the event Lenders do not exercise their right to accelerate the Loan pursuant to this Section, Lenders shall be entitled to all awards of, or on account of, any damage or taking through condemnation of the Premises, or any part of the Premises (to the extent of the amount outstanding under the Notes).

7. No Transfer; Due on Sale. Borrower shall not, without Lenders' prior written consent (which consent may not be unreasonably withheld), whether directly, indirectly, by operation of law or otherwise, transfer, sell, convey, alien, pledge, hypothecate, encumber, or mortgage all or any portion of the Premises (or any beneficial interest in the land trust, if title to the Premises is held by a land trust) or any legal or equitable interest in the Premises or in Borrower (or the beneficiary of the land trust, if title to the Premises is held by a land trust) regardless of form. Any violation of the foregoing provisions of this Section shall immediately be deemed an "Event of Default".

8. Indemnification. Borrower shall defend, indemnify, save, and hold harmless Lenders from and against, and promptly pay to, or reimburse Lenders for, all loss, cost, expense, and liability Lenders may suffer or incur, including, but not limited to, all attorneys' fees and court costs, incurred by or asserted against Lenders resulting from, arising out of, relating to, or caused by any breach or inaccuracy of any representation, warranty, agreement, or covenant of Borrower set forth in the Notes or this Mortgage.

9. Representations and Warranties. Borrower represents and warrants the following as of the date of this Mortgage and agree that the following shall be true and correct at all times during the term of this Mortgage:

(a) Borrower is seized of an indefeasible estate in fee simple to the Premises, subject to no monetary liens other than this Mortgage and taxes not yet due and payable and have good right, full power, and lawful authority to mortgage and pledge the same as provided in this Mortgage;

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(b) Borrower shall maintain and preserve the lien of this Mortgage until the principal and interest on the Notes have been paid in full and all other obligations of Borrowers set forth in the Notes and in this Mortgage have been satisfied (collectively, the "Obligations");

(c) The Premises complies in all respects with all applicable Laws; and

(d) Borrower is not in default under any other mortgage encumbering the Premises.

10. Remedies Upon Default.

(a) Upon the occurrence of an Event of Default, at the option of Lenders and without notice to Borrower (except as may be required by applicable law), all Obligations secured by this Mortgage shall become due and payable immediately and Lenders may exercise any and all rights and remedies, at law or in equity.

(b) Upon, or any time after, the filing of a complaint to foreclose this Mortgage, the court in which the complaint is filed may appoint a receiver of the Premises. Such receiver shall have power to collect the rents, issues, and profits of the Premises during the pendency of the 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 Borrower, except for the intervention of the receiver, would be entitled to collect the 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 the period.

(c) Upon the occurrence of an Event of Default, Lenders, at their option, may cure such default and all amounts paid by Lenders for such purpose, together with interest thereon at the interest rate set forth in the Notes, shall become additional indebtedness secured by this Mortgage and immediately due and payable, when paid or incurred by Lenders.

(d) Upon the occurrence of an Event of Default, any loss, cost and expense (including reasonable attorneys' fees) incurred by Lenders in connection with enforcing this Mortgage and/or exercising Lenders' rights and remedies hereunder shall become additional indebtedness secured by this Mortgage and immediately due and payable, when paid or incurred by Lenders.

11. No Waiver. No delay or omission of Lenders to exercise any right, power, or remedy accruing upon and during the continuance of any Event of Default shall exhaust or impair any right, power, or remedy, or be construed to waive any Event of Default or to constitute acquiescence therein. No waiver of any Event of Default under this Mortgage shall extend to or affect any subsequent Event of Default or any other Event of Default then existing, or impair any rights, powers, or remedies consequent.

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12. Remedies Not Exclusive. No right, power, or remedy conferred upon or reserved to Lenders by the Notes or this Mortgage is exclusive of any other right, power, or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to every other right, power, and remedy given under this Mortgage, the Notes or at law or in equity.

13. Severability. In the event that any of the covenants, agreements, terms, or provisions contained in the Notes or this Mortgage will be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, or provisions contained in this Mortgage or in the Notes will be in no way affected, prejudiced, or disturbed.

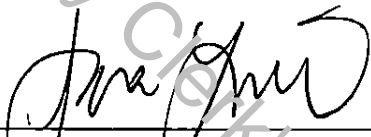
14. Governing Law. This Mortgage shall be construed, interpreted, enforced, and governed by and in accordance with the internal laws (as opposed to the conflicts of laws provisions) of the State of Illinois.

15. Time is of the Essence. It is specifically agreed that time is of the essence of each and every provision of the Notes and this Mortgage.

16. Maximum Principal Indebtedness. This Mortgage secures a maximum principal indebtedness of FOUR HUNDRED THIRTY EIGHT THOUSAND, FIVE HUNDRED SIXTY ONE DOLLARS (\$438,561).

17. Successor and Assigns. This Mortgage shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns, respectively of Borrower and Lenders, except as otherwise set forth herein.

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



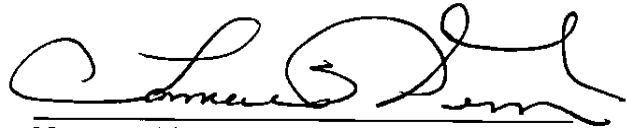
 Sara B. Lurie, as Trustee of the Sara B.
 Lurie Revocable Trust

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that SARA B. LURIE personally known to me to be the same person which name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such undersigned, she signed and delivered such instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of April, 2024.



Notary Public



Properly Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

LOT 6 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825-418053, BEING A RESUBDIVISION OF LOTS 1 TO 9 INCLUSIVE IN E.H. SHELDON'S SUBDIVISION OF BLOCK B OF SHELDON AND RUMBSEY'S RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 8 AND ALL OF BLOCK 9 IN BUSHNELL'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOGETHER WITH LOTS 1 TO 8 INCLUSIVE IN HENRY STRONG'S SUBDIVISION OF LOTS 10 TO 16 IN E.H. SHELDON'S SUBDIVISION OF BLOCK B AFORESAID AN THAT PART OF BLOCK 11 (EXCEPT THE NORTH 100 FEE THEREOFO IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/2 OF SECTION 3 ALL IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT A-1

LEGAL DESCRIPTION OF THE DWELLING UNIT

UNIT(S) 2202, IN THE 9 WEST WALTON CONDOMINIUM, AS DELINEATED ON A SURVEY OF A PORTION OF THE ABOVE DESCRIBED PARCEL, WHICH SURVEY SHALL BE ATTACHED TO THE DECLARATION OF CONDOMINIUM FOR 9 WEST WALTON CONDOMINIUM, ONCE RECORDED:

Property commonly known as: 9 West Walton Street, Chicago IL

17-04-435-038-1048