

Illinois Anti-Predatory
Lending Database
Program

Doc#: 2419220366 Fee: \$107.00
CEDRIC GILES
COOK COUNTY CLERK'S OFFICE
Date 7/10/2024 12:23 PM Pg: 1 of 9

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 31-17-112-010-1004**

Address:

Street: 61 Red Barn Rd

Street line 2:

City: Matteson

State: IL

ZIP Code: 60443

Lender: Christopher A Webber

Borrower: Abiding Branches Investmens Inc

Loan / Mortgage Amount: \$150,000.00

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: BFAA6B25-3168-4D0C-93F0-D5ED58380DFF

Execution date: 6/27/2024

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This document prepared by and
after recording shall be returned to:
Christopher A Webber
11122 S. Kedzie Avenue, Suite 2
Chicago, IL 60655

Property Address: 61 Red Barn Rd Matteson, IL 60443 Pin # 31-17-112-010-1004

MORTGAGE

THIS MORTGAGE (the "Mortgage") is dated as of **06/10/2024**. The mortgagor is **Abiding Branches Investments Inc** ("Mortgagor") whose principal business address is **1130 Creekside Pkwy Unit 111629 Naples, FL 34108**. This Mortgage is given to **Christopher A Webber** whose address is **6610 Lakeview Lane Monee, IL 60449** ("Mortgagees").

This Mortgage is given in favor of Mortgagees to secure the repayment of the following:

- (a) all amounts due under that certain Balloon Payment Promissory Note in the original principal amount of **One Hundred and Fifty Thousand Dollars (\$150,000)** (the "Note"), of even date herewith, made by **Abiding Branches Investments Inc** in favor of Mortgagees.;
- (b) any note or evidence of indebtedness executed in amendment, renewal, substitution or extension of the Note; and
- (c) the payment of all other sums, with interest, advanced under the terms of the Note or this Mortgage.

For this purpose, and in consideration of One Dollar (\$1.00), in hand paid, the receipt and sufficiency whereof is hereby acknowledged, Mortgagor does hereby mortgage, grant and convey to Mortgagees a mortgage secured by the property located at **61 Red Barn Rd Matteson, IL 60443**, which is legally described on EXHIBIT A to this Mortgage together with all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing Property is referred to in this Mortgage as the "Property" or the "Mortgaged Property".

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UNIFORM COVENANTS. Mortgagor and Mortgagees covenant and agree as follows:

- 1) **Payment of Principal and Interest.** Mortgagor shall promptly pay Mortgagee's liabilities when due or properly declared due by Mortgagees.
- 2) **Application of Payments.** Unless applicable law provides otherwise, all payments received by Mortgagees shall be applied: first, to any charges due under Mortgagee's liabilities; second, to amounts advanced by Mortgagees pursuant to the terms of the Note or this Mortgage; third, to interest due; and last, to principal due.
- 3) **Charges Liens.** Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the Mortgaged Property which may attain priority over this Mortgage. Mortgagor shall pay these obligations on time directly to the person owed payment. Upon request from Mortgagees, Mortgagor shall promptly furnish to Mortgagees receipts evidencing the payments. Mortgagor shall promptly discharge any other lien which has priority over this Mortgage. Notwithstanding the foregoing, Mortgagor shall have the right to contest the validity, priority, amount or other matter related to the aforementioned taxes, assessments, charges, fines and impositions provided the following conditions are met: (a) Mortgagor provides Mortgagees with all other information relating thereto which is reasonably requested by Mortgagees; (b) Mortgagor uses its best efforts and vigorously contests such taxes, assessments, charges, fines and impositions; (c) Mortgagor provides Mortgagees with suitable protection of its interests granted hereunder.
- 4) **Hazard or Mortgaged Property Insurance.** (a) Mortgagor shall keep the improvements now existing or hereafter erected on the Mortgaged Property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards, including floods or flooding, for which Mortgagees requires insurance. This insurance shall be maintained in the amounts and for the periods that Mortgagees reasonably requires. The insurance carrier providing the insurance shall be chosen by Mortgagor. If Mortgagor fails to maintain coverage described above, Mortgagees may, at Mortgagees' option, obtain coverage to protect Mortgagees' rights in the Mortgaged Property in accordance with paragraph 5
 - a. All insurance policies and renewals shall be acceptable to Mortgagees and shall include a standard mortgage clause. Mortgagees shall have the right to hold the policies and renewals. If Mortgagees require, Mortgagor shall promptly give to Mortgagees all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagees. Mortgagees may make proof of loss if not made promptly by Mortgagor. If Mortgagor abandons the Mortgaged Property, or does not answer within 30 days a notice from Mortgagees that the insurance carrier has offered to settle a claim, then Mortgagees may collect the insurance proceeds. The 30-day period will begin when the notice is given. In any event, Mortgagees are authorized to collect all insurance proceeds and apply them, at its option, to the reduction of Mortgagor's liabilities, whether due or

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not then due. Provided, however, that if no Default shall have occurred, Mortgagees shall allow Mortgagor to use such money, or any part thereof, in repairing the damage or restoring the improvements.

- b. Unless Mortgagees and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments due on account of Mortgagor's liabilities or change the amount of the payments. If the Mortgaged Property is acquired by Mortgagees pursuant to this Mortgage, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Mortgaged Property prior to the acquisition shall pass to Mortgagees to the extent of the sums secured by this Mortgage immediately prior to the acquisition.
- 5) **Preservation, Maintenance and Protection of the Mortgaged Property.** Mortgagor shall maintain or cause to be maintained the Mortgaged Property in good repair, working order, and condition and make or cause to be made, when necessary, all repairs, renewals, and replacements, structural, non-structural, exterior, interior, ordinary and extraordinary. Mortgagor shall refrain from and shall not permit the commission of waste in or about the Mortgaged Property. Mortgagor covenants and agrees that in the ownership, operation and management of the Mortgaged Property, Mortgagor will observe and comply with all applicable federal, state and local statutes, ordinances, regulations, orders and restrictions.
- 6) **Protection of Mortgagees' Rights in the Mortgaged Property.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Mortgagees' rights in the Mortgaged Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Mortgagees may do and pay for whatever is necessary to protect the value of the Mortgaged Property and Mortgagees' rights in the Mortgaged Property. Mortgagees' actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees, maintaining insurance coverage for the Mortgaged Property and entering on the Mortgaged Property to make repairs. Although Mortgagees may take action under this paragraph 6, Mortgagees do not have to do so. ANY AMOUNTS DISBURSED BY MORTGAGEES UNDER THIS PARAGRAPH 6 SHALL BECOME ADDITIONAL DEBT OF MORTGAGOR SECURED BY THIS MORTGAGE. UNLESS MORTGAGOR AND MORTGAGEES AGREE TO OTHER TERMS OF PAYMENT, THESE AMOUNTS SHALL BEAR INTEREST FROM THE DATE OF DISBURSEMENT AND SHALL BE PAYABLE UPON NOTICE FROM MORTGAGEES TO MORTGAGOR REQUESTING PAYMENT.
- 7) **Inspection.** Mortgagees or their agent may make reasonable entries upon and inspections of the Mortgaged Property. Mortgagees shall give Mortgagor notice prior to an inspection specifying reasonable cause for the inspection.
- 8) **Condemnation.** Mortgagor shall promptly give notice to Mortgagees of any condemnation or eminent domain proceeding affecting the Mortgaged Property. The proceeds of any award

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or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Mortgaged Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagees and held by Mortgagees in escrow until all amounts secured hereunder are repaid to Mortgagees or are applied pursuant to the Note, with any excess paid to Mortgagor. Provided, however, that Mortgagees may at their option, allow Mortgagor to use such award, or any part thereof, as Mortgagees may deem appropriate in their reasonable discretion.

- 9) **Transfer of the Mortgaged Property.** If all or any part of the Mortgaged Property or any interest in it is sold or transferred without Mortgagees' prior written consent (hereinafter a "Prohibited Transfer"), Mortgagees may, at its option, require immediate payment in full of all of Mortgagor's Liabilities. However, this option shall not be exercised by Mortgagees if exercise is prohibited by federal law as of the date of this Mortgage. If a Prohibited Transfer occurs and Mortgagees exercises their right to accelerate the payment of Mortgagor's Liabilities, Mortgagees shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all of Mortgagor's liabilities. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagees may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.
- 10) **Hazardous Substances.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Mortgaged Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Mortgaged Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Mortgaged Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Mortgaged Property. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Mortgaged Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. As used herein, "Hazardous Substances" are those substances defined as toxic or hazardous substances under any federal, state or local law, rule or regulation that relate to health, safety or environmental protection.
- 11) **Default.** Any of the following occurrences or acts shall constitute an event of default (a "Default") under this Mortgage:
- a) the occurrence of a default under the Note which is not cured within any applicable cure, notice or grace period.
 - b) if Mortgagor fails or neglects to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in this Mortgage, which is required to be performed, kept or observed by Mortgagor and Mortgagor shall fail to remedy such within five (5) days of being served with written notice from Mortgagees; provided,

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however, that if Mortgagor commences efforts to cure such default within the initial 5-day period and is diligently pursuing such cure, Mortgagor shall be granted such additional time as may be reasonably required to effect a cure of such default;

- c) death of Dana Popoutsis, the member of Mortgagor;
- d) filing of bankruptcy by Mortgagor;
- e) application for appointment of receiver for Mortgagor;
- f) the insolvency of Mortgagor; or
- g) failure to pay any applicable taxes, maintenance fees, water charges, or any other payment required for the maintenance, upkeep or operation of the Property.

12) Remedies. Acceleration. If any such Default shall have occurred, then, to the extent permitted by applicable law, then Mortgagees shall give notice to Mortgagor prior to acceleration following Mortgagor's default under this Mortgage. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 10 days from the date the notice is given to Mortgagor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Mortgaged Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Mortgagor to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Mortgagees, at their option, may require immediate payment in full of all of Mortgagor's liabilities without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagees shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 12, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

13) Mortgagor's Right to Reinstate. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS TO REDEMPTION AND REINSTATEMENT.

Without limiting the foregoing, if Mortgagor meets certain conditions, Mortgagees have the exclusive option whether to allow for redemption or reinstatement. If Mortgagees grant such right, it shall be conditioned upon: (a) Mortgagor pays Mortgagees all sums which then would be due under this Mortgage and the Mortgagor's liabilities as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees. Upon reinstatement by Mortgagor, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

14) Remedies Cumulative and Non-Exclusive. The lien and remedies granted to Mortgagees in

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this Mortgage are in addition to and exclusive of any other liens or security interests granted to Mortgagees in any other agreement now or from time to time given to Mortgagees to secure the repayment of the Mortgagor's Liabilities. Mortgagees are under no obligation to seek enforcement of any other security interest or lien prior to its enforcement of the remedies accorded to Mortgagees under this Mortgage.

- 15) **Notices.** All notices under this Mortgage shall be sent via hand delivery or certified U.S. mail, return receipt requested and shall be deemed served on the date hand delivered or five (5) days after mailing the notice if served by certified mail. Notices to Mortgagor shall be sent to **Abiding Branches Investments Inc at 1130 Creekside Pkwy Unit 11629 Naples FL 34108** and notices to Mortgagees shall be sent to **Christopher A Webber at 11122 S. Kedzie Avenue, Suite 2, Chicago, IL 60655** (or any different address specified by Mortgagor or Mortgagees in writing to other party).
- 16) **Mortgagor Not Released: Forbearance by Mortgagees Not a Waiver.** Extension of the time for payment or modification of amortization of Mortgagor's Liabilities granted by Mortgagees to Mortgagor shall not operate to release the liability of Mortgagor. Any forbearance by Mortgagees in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 17) **Successors and Assigns Bound. Joint and Several Liability.** The covenants and agreements of this Mortgage shall bind and benefit the successors, assigns, heirs and personal representatives of Mortgagees and Mortgagor. In the event more than one person is executing this Mortgage on behalf of Mortgagor, then all persons so executing this Mortgage as a Mortgagor shall be jointly and severally liable hereunder.
- 18) **Governing Law: Severability.** This Mortgage shall be governed by the laws of the State of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Mortgage and the Note are declared to be severable.
- 19) **Release.** Upon payment of all of Mortgagor's liabilities, Mortgagees shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay any recordation costs.
- 20) **Waiver of Homestead.** Mortgagor acknowledges that this is not a homestead property, and waives all rights of any homestead exemption in the Mortgaged Property.
- 21) **Modification. Waiver, etc.** No modification, waiver, estoppel, amendment, discharge or change of this Mortgage or any related instrument shall be valid unless the same is in writing and signed by Mortgagor and Mortgagees.
- 22) **Authority.** The undersigned hereby represents and warrants that he or she is the sole shareholders of Mortgagor and that he or she has the right, power and authority to execute

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this Mortgage, and further acknowledge that this Mortgage is to secure payment of a debt of the Mortgagor. The undersigned further represent that the execution of this Mortgage shall not cause the Mortgagor to be in violation of any other loan, note, covenant or contract and has been authorized by the Board of Directors of the Mortgagor.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Mortgage.

Mortgagor:

By:  _____

Abiding Branches Investments Inc
By: Its authorized agent, Dana Popoutsis

By:  _____

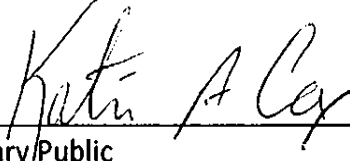
Abiding Branches Investments Inc
By: Its Personal Guarantor, Edward Boutros

STATE OF ILLINOIS)
) SS,

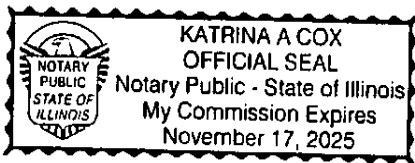
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT **Dana Popoutsis and Edward Boutros** 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 that they signed, sealed and delivered in the instrument as their 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 27th day of June, 2024.



Notary Public



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EXHIBIT A:

PARCEL 1: UNIT 4-15 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COUNTRY HOMES OF CREEKSIDE 15 AND 16 CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 25883793, IN THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE ADJACENT TO THE UNIT, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.