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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1002816027 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/28/2010 11:06 AM Pg: 1 of 5

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 13-36-113-086-1010

Address:

Street: 3131 W Palmer St.

Street line 2: Unit 3131-1

City: Chicago

State: IL

ZIP Code: 60647

Lender: David L. Antognoli and Debbie P. Antognoli

Borrower: David P. Antognoli

Loan / Mortgage Amount: \$65,000.00

S	yes
P	5
S	/
M	No
SC	yes
E	yes
INT	fr

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: B4D11983-54E4-44F3-9D0D-1B18FED8D691

Execution date: 01/14/2010

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REAL ESTATE MORTGAGE

THE MORTGAGOR, hereinafter named, MORTGAGES AND WARRANTS to MORTGAGEE, hereinafter named, to secure the payment of the indebtedness hereinafter described, the real property hereinafter described, situated in Cook County, Illinois, according to and pursuant to the terms, provisions, conditions, and covenants hereinafter set forth.

MORTGAGOR: David P. Antognoli
3131 W. Palmer #1
Chicago, IL 60647

MORTGAGEE: David L. Antognoli and Debbie P. Antognoli
2559 Westmoreland
Granite City, IL 62040

DESCRIPTION OF INDEBTEDNESS: A promissory note of even date herewith in the principal amount of \$65,000.00, bearing interest at the rate of 1% per annum, with the final payment due December 31, 2010, and all modifications, renewals, or extensions thereof.

DESCRIPTION OF REAL PROPERTY MORTGAGED: Certain real estate situated in Madison County, Illinois and more particularly described as follows, together with any improvements thereon; privileges, easements and appurtenances thereunto belonging; and the rents, issues, proceeds and profits thereof, all of which are declared to be part of the real estate whether or not physically attached thereto (the "Property"):

Parcel 1:

UNIT 3131-1 IN PALMER COURT CONDOMINIUM, AS DELINEATED ON A SURVEY ON THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1, 2, AND 3 IN SUBDIVISION OF THE WEST 10 ACRES OF THE WEST 30 ACRES OF THE SOUTH 91.07 ACRES OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF

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CONDOMINIUM RECORDED AS DOCUMENT NO. 0020853005, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PERMANENT PARCEL NO.: 13-36-113-086-1010.

Parcel 2:

UNIT #P-10 IN THE KEDZIE MANOR CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE NORTH ½ OF LOT 6 IN COMMISSIONERS PARTITION OF THE WEST 10 ACRES OF THE SOUTH 91.07 ACRES OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0708815090, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PERMANENT PARCEL NO: 13-36-113-090-1017

COMMONLY KNOWN AS 3131 W. PALMER #1, CHICAGO, ILLINOIS

MORTGAGOR represents and warrants that it owns fee simple title to the Property subject only to real estate taxes which are not now due and payable, and easements, covenants and restrictions of record.

MORTGAGOR agrees and warrants (1) to pay when due all taxes, liens, judgments or assessments against the Property; (2) to maintain all improvements now or hereafter placed on the Property in good repair; (3) to keep the Property insured to the full insurable value under policies naming MORTGAGEE as loss payee under a standard union mortgage clause and at least seven (7) days before any policy expiration date provide MORTGAGEE with a certificate of the insurer that such insurance is in force, that MORTGAGEE is so named as loss payee, and that coverage shall not be modified or canceled without at least ten (10) days prior written notice to MORTGAGEE; (4) to refrain from commission of waste; (5) that MORTGAGOR shall not, without the prior written consent of MORTGAGEE, sell, convey, encumber or otherwise transfer the Property or any interest therein; (6) that if MORTGAGOR fails to pay any taxes, mortgages, liens, insurance premiums, judgments or assessments, MORTGAGEE may do so, and any and all amounts so paid shall bear interest at the rate provided in the Promissory Note hereinabove described, be secured hereby and be payable on demand; (7) that MORTGAGOR has no knowledge of any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic waste or substance or any regulated substances on, under or about the Property, MORTGAGOR shall not use, generate, manufacture, store or release any such waste or substance hereafter; (8) that MORTGAGOR shall indemnify and hold MORTGAGEE harmless against any and all claims, losses liabilities, damages, clean up or other costs (including, without limitation) attorney fees and other expenses of litigation) which MORTGAGEE may suffer or incur as a result of use, generation, manufacture, storage, disposal, release or threatened release of any such waste or substance, whether occurring before or after the date of this Mortgage or the foreclosure hereof; (9) that MORTGAGOR will fully comply with all applicable laws, codes, ordinances and regulations pertaining to the use and occupancy of the Property; (10) that if MORTGAGOR defaults in the payment of the

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indebtedness or with respect to any warranty, covenant or agreement contained herein or in any other instrument now or hereafter evidencing or securing the indebtedness, then MORTGAGEE may accelerate and declare the entire indebtedness secured hereby due and payable bearing interest as provided in said Note, in which case MORTGAGEE shall have the right to enter upon and take possession of the Property, to obtain appointment of a receiver without bond, and to foreclose this Mortgage; and (11) to reimburse MORTGAGEE for all costs and expenses incurred by it in foreclosure of this Mortgage or in any suit or other proceeding in which MORTGAGEE may appear to protect the rights or lien acquired by MORTGAGEE hereunder, including all abstract fees, court costs, reasonable attorney fees and other expenses, which sums shall be secured hereby and payable out of the proceeds in any foreclosure sale.

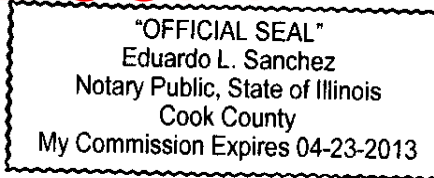
Time and strict performance are of the essence of this Mortgage. A waiver by MORTGAGEE of a breach or default in any covenant or provision of this Mortgage shall not constitute a waiver of or prejudice the rights of MORTGAGEE otherwise to demand strict compliance with that covenant or provision or any other covenant or provision. All rights and remedies of MORTGAGEE shall be deemed cumulative. An election by MORTGAGEE to pursue any remedy shall not preclude or prejudice MORTGAGEE pursuit of any other remedy. Nor shall an election by MORTGAGEE to make expenditures or take action to perform an obligation of MORTGAGOR under this Mortgage after failure of MORTGAGOR to perform affect the right of MORTGAGEE to declare a default and exercise its remedies under this Mortgage.

This Mortgage shall be binding upon the heirs, personal representatives, successors and assigns of MORTGAGOR, subject to the restrictions contained herein with respect to transfer of the Property, and shall inure to the benefit of MORTGAGEE and its heirs, personal representatives, successors or assigns.

IN WITNESS WHEREOF, MORTGAGOR has executed this instrument as of this 25th day of September, 2009.


DAVID P. ANTOGNOLI

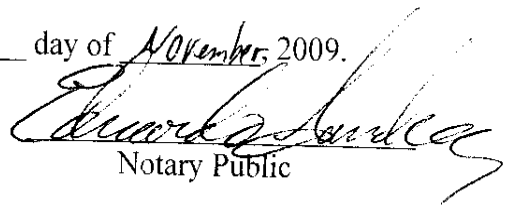
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.. STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

I, Eduardo Sanchez, a notary public in and for said County in the State aforesaid, do hereby certify that David P. Antognoli, personally known to me to be the same person whose name is subscribed to the foregoing Real Estate Mortgage, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 21 day of November, 2009.


Notary Public

My Commission Expires: 04/23/2013

This instrument prepared by and after recording return to:

David L. Antognoli
GOLDENBERG HELLER ANTOGNOLI
& ROWLAND, P.C.
2227 South State Route 157
P.O. Box 959
Edwardsville, IL 62025
(618) 656-5150

