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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1020222036 Fee: \$50.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/21/2010 09:47 AM Pg: 1 of 7

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN: 12-01-314-031-0000** ✓

Address:

Street: 5832 N. Oriole Ave. ✓

Street line 2:

City: Chicago

State: IL

ZIP Code: 60631

Lender: Frank J. Garrone, Jr. and Lorraine A. Garrone

Borrower: Anthony Tracey and Allison Tracey

Loan / Mortgage Amount: \$370,000.00 ✓

This property is located within Cook County and the transaction is exempt from the requirements of 735 ILCS 77170 et seq. because the application was taken by an exempt entity.

SEARCHED
SERIALIZED
INDEXED
FILED
JUL 1 2010
COOK COUNTY CLERK'S OFFICE

Certificate number: 7DC59772-559E-4ADB-910D-22494DC12AFD

Execution date: 06/30/2010

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This document was prepared by and Return to:
 Claire M. Wilson, Attorney
 At Law, P.O. Box 344,
 Channahon, IL 60410

MORTGAGE

1. **DATE AND PARTIES:** The date of this Mortgage is April 16, 2010 and the parties and their addresses are as follows:

MORTGAGOR/BORROWER: Anthony Tracey and Allison Tracey currently of 5617 W. Lawrence #2, Chicago, IL 60630

LENDER/MORTGAGÉE: Frank J. Garrone, Jr. and Lorraine A. Garrone, currently of 719 West Shore Dr., Shorewood, IL 60431

2. **CONVEYANCE:** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:

SEE LEGAL DESCRIPTION AND COMMON ADDRESS ON ATTACHED EXHIBIT A

located in Cook County, IL, together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of a Promissory Note dated the 16th day of April, 2010 between Anthony Tracey and Allison Tracey, as borrowers and Frank J. Garrone, Jr. and Lorraine A. Garrone, as lender in the amount of THREE HUNDRED SEVENTY THOUSAND (\$370,000.00) Dollars. The initial Interest rate to be charged on unpaid principal is 1.0 % per year, with interest amortized over thirty (30) years, with an adjustment to 4.0% upon sale of mortgagors' real estate located at 5617 W. Lawrence #2, Chicago, IL 60603. The maturity date will be thirty (30) years from the date of this Mortgage and in no event later than April 15, 2040. If this obligation is paid before the date of maturity, there will be no pre-payment penalty or fee. If paid before maturity, mortgagors will not be entitled to a refund of any interest previously paid under the note.

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B. All obligations Mortgagor owes to lender, which may later arise, to the extent not prohibited by law.

C. All additional sums advanced and expenses incurred by lender for insuring, preserving or otherwise protecting the property and its value and any other sums advanced and expenses incurred by lender under the terms of this Security Instrument.

4. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Note and this Security Instrument.

5. **OTHER SECURITY INTERESTS.** Mortgagor shall not without the prior approval of lender, allow any other liens, judgments, or encumbrances of any type to attach to the property while there are outstanding sums due on the note that is secured by this mortgage. Further, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To Promptly deliver to lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request advances under any note or agreement secured by the lien document without lender's written consent.

6. **CLAIMS AGAINST TITLE.** Mortgagor will pay all real estate taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of the Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, and rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

7. **DUE ON SALE OR ENCUMBRANCE.** Lender may at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer, or sale of the Property. This right is subject to the restrictions imposed by Federal law (12 CFR 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

8. **PROPERTY CONDITION, ALTERATIONS, AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonable necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

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Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

9. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. If the duty involves the payment of money to pay taxes, insurance, discharge liens, or other obligations, the lender may add any such sums expended to the balance due under the note. In such event, the parties will re-calculate the balance due under the note to achieve payment within the original term of the note.

10. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, sells, conveys and warrants to Lender as additional security all the right, title, and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective after default between the parties to this Security Instrument and effective as to third parties on the recording of the Security Instrument, and this assignment will remain effective during any period of redemption by the Mortgagor until the Secured Debt is satisfied. Mortgagor agrees that Lender may take actual possession of the Property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Mortgagor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

11. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

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State of Illinois)
) ss
County of Cook)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Anthony Tracey and Allison Tracey are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and they appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said 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 official seal, this 16th day of April, 2010.

Commission expires: 2-11-13

Clarne M. Wilson
Notary Public



LEGAL DESCRIPTION

The south 10 feet of lot 33 and the north 30 feet of lot 36 in Eckhoff's Garden Home Subdivision, a subdivision of the east 5.30 chains of the southwest 1/4 of section 1, township 40 north, range 12 east of the third principal meridian, lying north of the center of Higgins Road in Cook County, Illinois.

PIN: 12-01-314-031 ✓

Common Address: 5832 N. Oriole Ave., Chicago, IL 60631 ✓

Future Taxes to:
Anthony & Allison Tracey
5832 N. Oriole Ave.
Chicago, IL 60631

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12. **REMEDIES ON DEFAULT.** In some instances, Federal and State law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Mortgage shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of Lender, all or any part of the agreed fees and charges accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative, and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum by payment or partial payment on the secured debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default.

13. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEY'S FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving, or otherwise protecting the property and Lenders' security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing, or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorney's fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Lender agrees to pay any recordation costs of such release.

14. **ENVIRONMENTAL LAWS; HAZARDOUS SUBSTANCES:** Mortgagor represents, warrants, and agrees that except for normal use and maintenance of the property, no hazardous substances will be located, stored or released on the property, as defined by Federal and/or State law. In the event Mortgagor becomes aware of any such release or threatened release of a hazardous substance violating environmental laws, Mortgagor shall immediately notify Lender, and Mortgagor shall take all remedial or preventative action necessary to abate, remove, or prevent such hazardous release on the property.

15. **CONDEMNATION:** Mortgagor will give Lender prompt notice of any pending or threatened action for condemnation, eminent domain or other private or public taking. Mortgagor shall assign any awards received by such action to be applied to the greatest extent possible toward all or part of the outstanding balance of the secured debt.

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16. **INSURANCE:** Mortgagor shall keep the property insured against any hazards reasonably associated with the property or Mortgagor's activity thereon. The insurance policy shall include the standard "mortgage clause" naming Lender as additional insured or as loss payee and shall be for the replacement value of the improvements on the land..

17. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the State of Illinois. If any section in this Security Instrument cannot be enforced, that section will be severed and will not affect the enforcement of the remaining sections. Captions and headings are for convenience only and are not to be used to interpret or define this Security Instrument.

18. **NOTICE:** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party at the address on page 1, or such other address as that party may direct in writing.


19. **WAIVERS:** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the property.

20. **MAXIMUM OBLIGATION LIMIT:** The total principal amount secured by this Security Instrument at any one time shall not exceed \$370,000.00. This limitation of amount does not include interest, attorney's fees, and other fees, additions, and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.


21. **JOINT AND SEVERAL LIABILITY:** If more than one person is signing this obligation, each agrees to be liable for the whole or any part of the indebtedness due from time to time under the Promissory Note. In the event of the death or disability of one of the mortgagors or failure to pay by one mortgagor, the other mortgagor shall be responsible for all remaining sums due.

22. **SIGNATURES:** By signing below, Mortgagors agree to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagors also acknowledged receipt of a copy of this Security Instrument on the date stated on page 1.

IN WITNESS THERE OF, we have placed our hands and seals on this Mortgage as our free and voluntary act, this 16th day of April, 2010.



Anthony Tracey



Allison Tracey