



Illinois Anti-Predatory Lending Database Program

Doc#: 1112440101 Fee: \$48.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 05/04/2011 12:31 PM Pg: 1 of 7

Certificate of Exemption

Report Mortgage Fraud 800-532-8785

The property identified as: PIN: 09-25-223-035-0000

Address:

Street: 7424 Jonquil Terrace

Street line 2:

City: Niles

State: IL

ZIP Code: 60714

Lender: Sarah Puleo, as Trustee of the Sarah Puleo Revocable Trust U/A/D 4/1/2011

Borrower: Josephine Puleo

Loan / Mortgage Amount: \$182,000.00

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.

S Y
P 7
S N
SC Y
INT AB

Certificate number: 3CCB70F3-BC43-422A-83E2-0C05F312E398

Execution date: 04/14/2011

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After Recording Return To:

Steve Ciolino
835 Forestview
Park Ridge, Illinois 60068

_____[Space Above This Line For Recording Data]_____

MORTGAGE

THIS MORTGAGE is made April 29, 2011, between Josephine Puleo, individually (herein referred to as "Mortgagor") and Sarah Puleo, not individually but as Trustee of the Sarah Puleo Revocable Trust U/A/D 4/1/2011 (herein referred to as "Mortgagee").

WITNESSETH

THAT WHEREAS the Mortgagor is justly indebted to the Mortgagee upon the Secured Promissory Note (the "Note") of even date herewith, in the principal sum of One Hundred Eighty Two Thousand Dollars and No Cents (\$182,000.00) payable to the order of and delivered to the Mortgagee, in and by which Note the Mortgagor promises to pay the said principal sum and, if applicable, any interest as provided in said Note.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance to the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the real estate located in Cook County, Illinois, and legally described in Exhibit A attached hereto and all of their estate, right, title and interest therein, situate, which, with the property hereinafter described is referred to herein as the "Premises".

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including

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(without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, if any, which said rights and benefits the Mortgagor does hereby expressly release and waive

Mortgagor hereby covenants and agrees with Mortgagee as follows:

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof.
2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefore. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment, which Mortgagor may desire to contest.
3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefore; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

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4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the Note hereby secured, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note secured hereby.
5. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby and all other indebtedness secured by the premises, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, or certificates thereof, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
6. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith including attorney's fees and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor.
7. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale forfeiture, tax lien or title or claim thereof.
8. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note, (b) when default shall occur and continue for three days, in the performance of any other agreement of the Mortgagor herein contained (c) upon the sale, transfer, further encumbrances or other conveyances of the premises.

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9. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance and policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
10. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to the Mortgagor, their heirs, legal representatives or assigns, as their rights may appear.
11. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
12. Mortgagee shall release this Mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
13. This Mortgage and all provisions hereof, shall extend to and be binding upon the Mortgagor and all persons claiming under or through the Mortgagor, and the word "Mortgagor" when used herein shall include Josephine Puleo and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Note secured hereby.

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

Josephine Puleo (seal)
Josephine Puleo

STATE OF ILLINOIS

COUNTY OF COOK

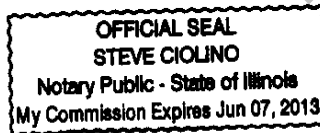
I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Josephine Puleo is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her 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 7th day of APRIL, 2011

Steve Ciolino
Notary Public

My commission expires:

6/7/2013



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EXHIBIT A

Property recorded in the name of: Josephine Puleo

LEGAL DESCRIPTION

Lot 78 in Shekleton's Oriole Park being a Subdivision of part of Lots 14, 15, 16, and 17 of Circuit Court Partition of South ½ of Northeast ¼ of North ½ of Southeast ¼ and Southwest ¼ of Southeast ¼ of Section 25, Township 41 North, Range 12, East of the Third Principal Meridian, and also that part lying West of East line of Road of Northwest ¼ of Section 30, Township 41 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

PARCEL ID #09-25-223-035-0000

Property Address: 7424 Jonquil Terrace, Niles, Illinois 60714

This instrument is prepared by Steve Ciolino and after recording should be forwarded to the attention of:

Steve Ciolino
835 Forestview
Park Ridge, Illinois 60068

Clerk's Office