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Illinois Anti-Predatory Lending Database Program



1434539005

Certificate of Exemption

Doc#: 1434539005 Fee: \$44.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/11/2014 11:39 AM Pg: 1 of 4

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 17-16-108-033-1110

Address:

Street: 130 S. Canal Street, Unit 606

Street line 2:

City: Chicago

State: IL

ZIP Code: 60606

Lender: Mark Gelula and Patricia Bloom

Borrower: Joshua Gelula and Amy Callaghan

Loan / Mortgage Amount: \$380,000.00

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.

Certificate number: 5D62B566-8044-409C-BF1D-1DFED370F7D9

Execution date: 12/04/2014

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MORTGAGE AGREEMENT

THIS MORTGAGE AGREEMENT (the "Mortgage") is made and entered on November 26, 2014 by and between Joshua Gelula and Amy Callaghan, a married couple, (the "Mortgagor") of 130 S. Canal Street, Unit 606, Chicago, Illinois 60606 and Mark Gelula and Patricia Bloom, a married couple, (the "Mortgagee") of 1025 S. Delphia, Park Ridge, Illinois 60068 which term includes any holder of this Mortgage, to secure the payment of the **PRINCIPAL SUM** of \$380,000.00 together with interest thereon computed at 3.44% per annum on the outstanding balance, as provided in this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of this Mortgage. This Mortgage is in furtherance of a loan contract (the "Contract") entered into and signed between the Mortgagor and Mortgagee on January 30th, 2014.

IN CONSIDERATION OF the loan made by Mortgagee to Mortgagor and for the purpose expressed above, the Mortgagor does hereby grant and convey to Mortgagee, with **MORTGAGE COVENANTS**, the following described property (the "Property") situated at 130 S. Canal Street, Unit 606, in the City of Chicago, County of Cook, in the State of Illinois, with the following legal description:

Parcel 1:

Unit 606 in the Metropolitan Place Condominium as delineated on a survey of the following described real estate:

Parts of block 50 in school section addition to Chicago in section 16, township 39 North, range 14, east of the third principal meridian; which survey is attached as exhibit "A" to the Declaration of Condominium recorded as document number 99214670, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

Parcel 2:

The exclusive right to use of parking space 195. A limited common element as delineated on the survey attached to the Declaration aforesaid recorded as document number 99214670.

Parcel 3:

Non-exclusive easement in favor of Parcel 1 for ingress, egress, use and enjoyment and support as created by reciprocal easement agreement recorded as document number 99214669 over, upon and under premises described therein.

Property address: 130 S. Canal Street, Unit 606, Chicago, IL 60606

Pin: 17-16-108-033-1110

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PAYMENT OF SUMS SECURED.

Mortgagor shall pay to Mortgagee the principal and interest at 3.44 % as agreed in the Contract. Mortgagor shall keep and perform every other term, provision, covenant, and agreement of this Mortgage.

Maturity Date: 1/10/2029

Interest Rate: 3.44%

Underlying Debt: \$380,000

WHEN THIS MORTGAGE BECOMES VOID.

When the loan secured by this Mortgage has been paid in full with all interest due, this Mortgage shall become void.

MORTGAGOR FURTHER COVENANTS AND AGREES THAT:

- a. Mortgagor warrants that it is lawfully seized of the Property, that it has full right and is lawfully authorized to sell, convey, or encumber the same, and that the Property is free and clear of all liens and encumbrances except as provided herein.
- b. Mortgagor covenants to warrant and forever defend, all and singular, the Property unto the Mortgagee forever from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.
- c. In the event that Mortgagor fails to carry out the covenants and agreements set forth herein, the Mortgagee may do and pay for whatever is necessary to protect the value of and the Mortgagee's rights in the mortgaged Property and any amounts so paid shall be added to the Principal Sum due the Mortgagee hereunder.
- d. In the event that any condition of this Mortgage shall be in default within a reasonable time, the entire debt shall become immediately due and payable at the option of the Mortgagee. Mortgagee shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
- e. In the event that the Mortgagor transfers ownership (either legal or equitable) or any security interest in the mortgaged Property, whether voluntarily or involuntarily, the Mortgagee may at its option declare the entire debt due and payable.
- f. This Mortgage is also security for all other direct and contingent liabilities of the Mortgagor to Mortgagee which are due or become due and whether now existing or hereafter contracted.
- g. Mortgagor shall not commit waste or permit others to commit actual, permissive or constructive waste on the Property.
- h. This Mortgage is upon the statutory condition and the other conditions set forth herein, for breach of which Mortgagee shall have the statutory power of sale to the extent existing under the laws of this State.

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Mortgagor Signatures:

DATED: 11-26-2014

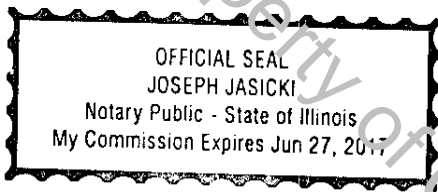
DATED: 11-26-14

[Signature]
Joshua Gelula

[Signature]
Amy Callaghan

STATE OF ILLINOIS, COUNTY OF COOK, ss:

This instrument was acknowledged before me on this 26 day of November, 2014 by Joshua Gelula and Amy Callaghan.



[Signature]
Notary Public
[Signature]
Notary Public
Title (and Rank)

My commission expires June 27, 2017

Mortgagee Signatures:

DATED: 11/26/14

DATED: 11/26/14

[Signature]

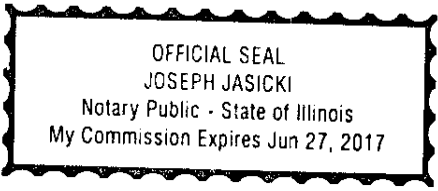
[Signature]

Mark Gelula

Patricia Bloom

STATE OF ILLINOIS, COUNTY OF COOK, ss:

This instrument was acknowledged before me on this 26 day of November, 2014 by Mark Gelula and Patricia Bloom.



[Signature]
Notary Public
[Signature]
Notary Public
Title (and Rank)

My commission expires June 27, 2017