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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 1502029090 Fee: \$46.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/20/2015 03:53 PM Pg: 1 of 5

**Report Mortgage Fraud**  
**800-532-8785**

The property identified as: **PIN: 20-14-412-026-0000**

**Address:**

**Street:** 6220 S. Kimbark Avenue Unit 2

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60637

**Lender:** Steve Denenberg

**Borrower:** Louis Cole

**Loan / Mortgage Amount:** \$189,622.50

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

**Certificate number:** 97616E5E-A03A-4D14-AEAD-6FDC8D388153

**Execution date:** 12/22/2014

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Prepared By: Berg, Berg & Pandev P.C., 5215 Old Orchard Road, Suite 220, Skokie, IL 60077

Mail To: Louis Cole, 6220 S. Kimbark, #2, Chicago, IL 60637

## **MORTGAGE AGREEMENT**

**THIS MORTGAGE AGREEMENT** (the "Mortgage") is made and entered on December 24, 2014 by and between Louis Cole, (the "Mortgagor") of 6220 S. Kimbark, #2, Chicago, Illinois 60637 and Steve Denenberg, (the "Mortgagee") of 780 Willis Street, Glen Ellyn, Illinois 60137 which term includes any holder of this Mortgage, to secure the payment of the **PRINCIPAL SUM** of \$189,622.50 together with interest thereon computed 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.

**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 6220 S. Kimbark, #2, in the City of Chicago, County of Cook, in the State of Illinois, with the following legal description:

See Attached Legal Description

### **PAYMENT OF SUMS SECURED.**

Mortgagor shall pay to Mortgagee the principal and interest as agreed and reasonable charges fixed by Mortgagee to satisfy and discharge this Mortgage of record and any other relevant loan documents, and all other sums hereby secured. Mortgagor shall keep and perform every other term, provision, covenant, and agreement of this Mortgage.

### **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. Mortgagor will make with each periodic payment secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Mortgagee when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.
- d. 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

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Principal Sum due the Mortgagee hereunder.

- e. 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.
- f. 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.
- g. 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.
- h. Mortgagor shall not commit waste or permit others to commit actual, permissive or constructive waste on the Property.
- i. 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.

**Mortgagor Signature:**

DATED: 12-18-14

*Louis Cole*  
Louis Cole

STATE OF ILLINOIS, COUNTY OF COOK, ss:

This instrument was acknowledged before me on this 18<sup>th</sup> day of December 2014,  
\_\_\_\_\_ by Louis Cole.



*Melanie Bromberk*  
Notary Public

*the Manager*  
Title (and Rank)

My commission expires June 11, 2018

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**Mortgagee Signature:**

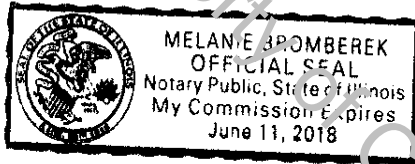
DATED: 12/18/14

*Steve Denenberg*

Steve Denenberg

STATE OF ILLINOIS, COUNTY OF COOK, ss:

This instrument was acknowledged before me on this 18 day of December 2014,  
by Steve Denenberg.



*Melanie Bromberk*

Notary Public

*Office Manager*

Title (and Rank)

My commission expires June 11, 2018

Property of Cook County Clerk's Office

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6220 S. Kimbark Ave., Unit 2, Chicago, IL 60637

PIN - 20-14-412-026-0000 (underlying)

**PARCEL 1:**

UNIT 3 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 6220 KIMBARK CONDO ASSOCIATION AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 1421129128 IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO.P-2, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office