

**Illinois Anti-Predatory  
Lending Database  
Program**

**Certificate of Exemption**

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

**The property identified as: PIN: 16-05-123-004-0000**

**Address:**

**Street: 938 MAPLETON AVE**

**Street line 2:**

**City: OAK PARK**

**State: IL**

**ZIP Code: 60302**

**Lender: FIRSTMERIT BANK**

**Borrower: RACHEL J FREYMAN, AND JENNY E COCHRAN, MARRIED SPOUSES, NOT AS TENANTS IN COMMON  
BUT AS JOINT TENANTS**

**Loan / Mortgage Amount: \$105,565.00**

**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: 5EAAF050-3E9D-4CDD-A8CA-2E1A39948E4A**

**Execution date: 05/14/2015**

**UNOFFICIAL COPY****RECORDATION REQUESTED BY:**

FirstMerit Bank, N.A.  
Des Plaines Main  
III Cascade Plaza / MTG 48  
Akron, OH 44308

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING

**SEND TAX NOTICES TO:**

FirstMerit Bank, N.A.  
Des Plaines Main  
III Cascade Plaza / MTG 48  
Akron, OH 44308

**FOR RECORDER'S USE ONLY**

This Mortgage prepared by:  
FirstMerit Bank, N.A.  
III Cascade Plaza / MTG 48  
Akron, OH 44308

 FREYMAN  
49936492 IL  
FIRST AMERICAN ELS  
MORTGAGE  


**MORTGAGE**

**MAXIMUM LIEN.** At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$105,565.00.

**THIS MORTGAGE** dated May 14, 2015, is made and executed between RACHEL J FREYMAN, AND JENNY E COCHRAN, MARRIED SPOUSES, NOT AS TENANTS IN COMMON BUT AS JOINT TENANTS, whose address is 938 MAPLETON AVE, OAK PARK, IL 60302 (referred to below as "Grantor") and FirstMerit Bank, N.A., whose address is III Cascade Plaza / MTG 48, Akron, OH 44308 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Cook County, State of Illinois:

**ALL INTEREST IN THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:**

**LOT 4 IN HULBERT.S MAPLETON AVENUE EAST SIDE SUBDIVISION OF THE WEST 125.07 FEET OF THE EAST 133.45 FEET OF LOT 10 OF THE SUPERIOR COURT COMMISSIONERS PARTITION OF THE SOUTH 1/2 OF THE SOUTH 85 ACRES OF THE NORTHWEST 1/4 OF SECTION 5 AND THE SOUTH 1/2 OF THE EAST 17 ACRES OF THE SOUTH 85 ACRES OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

The Real Property or its address is commonly known as 938 MAPLETON AVE, OAK PARK, IL 60302. The Real Property tax identification number is 16-05-123-004-0000.

**REVOLVING LINE OF CREDIT.** This Mortgage secures the Indebtedness including, without limitation, a

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## MORTGAGE (Continued)

Page 3

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**Mortgage:**

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due and except as otherwise provided in this Mortgage.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such forms as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the maximum amount of Borrower's credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Lender's Expenditures.** If Grantor fails (1) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (2) to provide any required insurance on the Property, (3) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (1) be payable on demand; (2) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (a) the term of any applicable insurance policy; or (b) the remaining term of the Credit Agreement; or (3) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity.

**Warranty; Defense of Title.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

**Existing Indebtedness.** The following provisions concerning Existing Indebtedness are a part of this Mortgage:

**UNOFFICIAL COPY****MORTGAGE  
(Continued)**

Page 5

limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Miscellaneous Provisions.** The following miscellaneous provisions are a part of this Mortgage:

**Governing Law.** With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Mortgage will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Illinois. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Ohio without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Credit Agreement and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Ohio.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of the State of Illinois, in the county in which Borrower's following address is located: 938 MAPLETON AVE, OAK PARK, IL 60302.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

**Definitions.** The following words shall have the following meanings when used in this Mortgage:

**Borrower.** The word "Borrower" means RACHEL FREYMAN and JENNY COCHRAN and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

**Credit Agreement.** The words "Credit Agreement" mean the credit agreement dated May 14, 2015, with credit limit of \$105,565.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Credit Agreement is a variable interest rate based upon an index. The index currently is 3.250% per annum. If the index increases, the payment is tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. **NOTICE:** Under no circumstances shall the interest rate on this Credit Agreement be less than 2.990% per annum or more than the lesser of 25.000% per annum or the maximum rate allowed by applicable law. The maturity date of the Credit Agreement is May 13, 2025. **NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

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## MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

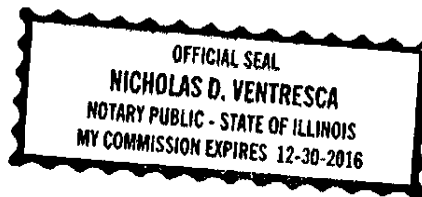
On this day before me, the undersigned Notary Public, personally appeared RACHEL J FREYMAN and JENNY E COCHRAN, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14 day of May, 20 15.

By [Signature] Residing at Cook County

Notary Public in and for the State of IL

My commission expires 12-30-16



Clerk's Office