

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 1528842101 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/15/2015 03:15 PM Pg: 1 of 4

2/2 me  
STC01146-36601

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN:** 13-25-310-007-0000

**Address:**

**Street:** 2635 N Albany Ave

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60647

**Lender:** Greg Baron

**Borrower:** Dena Baron and Mark Baron

**Loan / Mortgage Amount:** \$600,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 777/0 et seq. because the application was taken by an exempt entity.

S Y  
P 4  
S N  
S Y  
S 15

STEWART TITLE  
800 E. DIEHL ROAD  
SUITE 180  
NAPERVILLE, IL 60563

**Certificate number:** 3A3608FD-F7A4-46DB-85A7-C611E607DB09

**Execution date:** 9/11/2015

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STC01146-36601  
**MORTGAGE** 2/2/15

This mortgage, made this 1<sup>st</sup> day of September, 2015, by and between Dena Baron and Mark Baron, husband and wife, whose address is 2635 N. Albany Avenue, Chicago, Illinois 60647 (hereinafter referred to jointly and severally as the Mortgagor), and Greg Baron, whose address is 10 E Delaware Place Apt 33A, Chicago, Illinois 60611 (hereinafter referred to as the Lender), as follows:

For valuable consideration, Mortgagor mortgages, warrants and conveys to Lender all of Mortgagor'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, located in Cook County, State of Illinois (the "Real Property"):

LOT 7 IN BLOCK 2 IN POWELL'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF TUB NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25 TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2635 N Albany Avenue, Chicago, IL 60647

The Real Property tax identification number is 13-25-310-007-0000.

This Mortgage is given to secure (1) the payment of an indebtedness, as identified in a Note dated September 1, 2015, by Mortgagor and Lender, in the sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) lawful money of the United States, (2) any other sums due or arising as a result of the loan including without limitation any and all associated costs and expenses incurred by Lender arising as a result or related to the loan, and (3) the performance of all obligations of Mortgagor under this Mortgage and related documents. This Mortgage is given and accepted on the following terms:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Mortgagor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Mortgagor's obligations under this Mortgage.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.

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**TITLE.** Mortgagor warrants that: (a) Mortgagor 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 below under "Senior Liens"; (b) Mortgagor has the full right, power, and authority to execute and deliver the Security Instrument to Lender:

**SENIOR LIENS:** None

**FULL PERFORMANCE.** If Mortgagor pays all of the indebtedness when due, and otherwise performs all the obligations imposed upon Mortgagor under this Mortgage, Lender shall execute and deliver to Mortgagor suitable satisfaction of this Mortgage.

**DEFAULT.** Failure of Mortgagor to make any payment when due under the Note shall constitute an event of default ("Event of Default") under this Mortgage:

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Mortgagor's interest in all or any part of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice of the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Mortgagor under this Mortgage after failure of Mortgagor to perform shall not affect Lender's rights to declare a default and exercise its remedies under this Mortgage.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Applicable Law.** This Mortgage shall be governed by and construed in accordance with the law of this State of Illinois.

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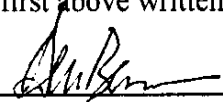
**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

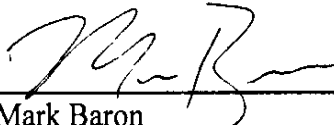
**Multiple Parties.** All obligations of Mortgagor under this Mortgage shall be joint and several, and all references to Mortgagor shall mean each and every Mortgagor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstances, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstance. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provision of this Mortgage in all other respects shall remain valid and enforceable.

EACH MORTGAGOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH MORTGAGOR AGREES TO ITS TERMS.

IN WITNESS WHEREOF, this mortgage has been duly executed by the Mortgagor on the date first above written.

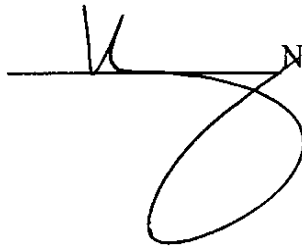
  
\_\_\_\_\_  
Dena Baron

  
\_\_\_\_\_  
Mark Baron

STATE OF ILLINOIS            )  
  )COUNTY OF COOK            )

I, the undersigned, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that Dena Baron and Mark Baron both personally known to me to be the same persons whose names are subscribed to the foregoing Instrument 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. \*husband and wife

GIVEN under my hand and notarial seal, this 11<sup>th</sup> day of Sept A.D. 2015

  
\_\_\_\_\_  
NOTARY PUBLIC



Prepared by : AFTER Recording, Marie To:  
Jay H. Mittelstend Jr.  
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Chi. 99011 60603