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Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption



1607445053

Doc#: 1607445053 Fee: \$58.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/14/2016 01:09 PM Pg: 1 of 11

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 20-35-410-004-0000

Address:

Street: 8511 S DANTE AVE

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60619

Lender: JOHN MAHONEY, NOT INDIVIDUALLY, BUT AS TRUSTEE OF THE JOHN T MAHONEY TRUST DATED  
11/16/1993

Borrower: OLIVIA PROPERTY MANAGEMENT LLC

Loan / Mortgage Amount: \$35,000.00

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: 8117DD5A-1EF9-4C06-8BD9-E16E8142EBAE

Execution date: 2/24/2016

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After Recording Return To:  
**John Mahoney, Trustee**  
**John T. Mahoney Trust dated 11/16/1993**  
**12730 Misty Harbour Lane**  
**Palos Park, IL 60464**

[Space Above This Line For Recording Data]

20160526

**FIRST MORTGAGE****1. DEFINITIONS**

- A. "Security Instrument"** means this document, which is dated February 29, 2016.
- B. "Borrower"** is Civiva Property Management LLC, of 230 N. Walnut St #C, Bensenville, IL 60106. Borrower is the mortgagor under this Security Instrument.
- C. "Lender"** is John Mahoney, not individually, but as Trustee of the John T. Mahoney Trust dated 11/16/1993. Lender is the mortgagee under this Security Instrument.
- D. "Note"** means the Promissory Note signed by Borrower and dated FEBRUARY 29, 2016. The Note states that Borrower owes Lender THIRTY FIVE THOUSAND DOLLARS (U.S. \$35,000.00). Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full no later than FEBRUARY 29, 2017.
- E. "Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
- F. "Loan"** means the debt evidenced by the Note, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument.
- G. "Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- H. "Periodic Payment"** means the regularly scheduled amount due under the Note.

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**I. “Successor in Interest of Borrower”** means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.

**2. TRANSFER OF RIGHTS IN THE PROPERTY.** This Security Instrument secures to Lender the repayment of the Loan, and all renewals, extensions and modifications of the Note; and the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender’s successors and assigns the following described property located in the County of Cook which currently has the address of 8511 S Dante Ave, Chicago, IL, 60619, and is legally described as follows:

**See Exhibit A for legal description**

**Address: 8511 S Dante Ave, Chicago, IL 60619**

**PIN: 20-33-410-004-0000**

Together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the “Property.”

**3. COVENANTS.** Borrower covenants that Borrower lawfully possesses the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**4. PAYMENT OF PRINCIPAL.** Borrower shall pay when due the principal of the debt evidenced by the Note. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; or (c) certified check, bank check, treasurer’s check or cashier’s check.

**5. APPLICATION OF PAYMENTS**

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**A.** All payments accepted and applied by Lender shall be applied to interest due under the Note. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

**B.** If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied as described in the Note. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**6. CHARGES; LIENS.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 6.

## **7. INSURANCE.**

**A.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender reasonably requires.

**B.** If Borrower fails to maintain any of the coverage's described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Borrower's

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failure, for any reason, to maintain such insurance, or to reimburse Lender, if Lender obtains such insurance shall constitute a default under this Mortgage.

C. All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to reasonably disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee.

D. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 4.5.

## 8. PRESERVATION, INSPECTIONS.

A. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

B. Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

## 9. PROTECTION OF LENDER'S INTEREST.

A. If (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (ii) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or

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regulations), or **(iii)** Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: **(i)** paying any sums secured by a lien which has priority over this Security Instrument; **(ii)** appearing in court; and **(iii)** paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

**B.** Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

**10. NON-WAIVER.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**11. LOAN CHARGES.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

**12. NOTICES.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. The notice address shall be the Property Address unless Borrower has designated a

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substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender.

**13. GOVERNING LAW; SEVERABILITY.** This Security Instrument shall be governed by Illinois law. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

**14. TRANSFER BY BORROWER.** As used in this Section 13,14, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 11 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**15. ACCELERATION; REMEDIES.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: **(i)** the default; **(ii)** the action required to cure the default; **(iii)** a date, not less than ten (10) days from the date the notice is given to Borrower, by which the default must be cured; and **(iv)** that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 14, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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**16. RELEASE.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**17. FUTURE ADVANCES.** This Mortgage is given to secure, among other things, not only presently existing indebtedness under the Note, but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise are made within ten (10) years from the date hereof to the same extent as if such future advances were made on the date of the execution of this Mortgage. The lien of this Mortgage shall be valid as to all indebtedness hereby secured including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the real estate is located. The total amount of indebtedness hereby secured may increase or decrease from time to time, as provided in the Note, and any disbursements which the Mortgagee may make under this Mortgage, the Note or any other document with respect hereto (e.g., for payment of taxes, insurance premiums or other advances to protect the Lender's liens and security interests, as permitted hereby) shall be additional indebtedness secured hereby. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby. Provided, however, the indebtedness secured hereby shall not exceed \$35,000.00.

[SIGNATURE PAGE FOLLOWS]



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

**BORROWER: Olivia Property Management LLC**

By: [Signature]  
Joshua Inglis, member of Olivia Property Management LLC

By: [Signature]  
Juan Inglis, member of Olivia Property Management LLC

By: [Signature]  
Suzanne Inglis, member of Olivia Property Management LLC

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF ~~COOK~~ )

I, Bradley Howard Markovic, a Notary Public in and for said county and state do hereby certify that Joshua Inglis, Member of Olivia Property Management LLC, personally known to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24 day of February, 2016.

My Commission Expires 3/1/17  
[Signature]

Notary Public





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## EXHIBIT "A" LEGAL DESCRIPTION

File No.: 20160526

LOT 37 IN BLOCK 8 IN CEPEK'S SUBDIVISION, BEING A RESUBDIVISION OF THE SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE NORTH 1/2 OF THE NORTH 1/2 THEREOF) OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDING VACATED STREETS THEREIN AS PER PLAT RECORDED AUGUST 13, 1915 AS DOCUMENT 5691417, IN COOK COUNTY, ILLINOIS.

PIN: 20-35-410-004-0000