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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Doc#: 1618222188 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/30/2016 02:04 PM Pg: 1 of 4

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 17-20-422-027-0000

Address:

Street: 1008 W. Cullerton Street, Unit 1

Street line 2:

City: Chicago

State: IL

ZIP Code: 60608

Lender: Ryan Holden

Borrower: Justin Toti

Loan / Mortgage Amount: \$40,000.00

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: F9CED098-97CE-41F2-B803-671BB141AF4A

Execution date: 6/30/2016

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Mortgage and to hypothecate the Property; and 3) Owner will defend the title to the Property against the claims of all persons, except as otherwise stated herein and subject to encumbrances of record.

Payment. Owner shall promptly pay when due the indebtedness evidenced by the Note.

Owner's Duty to Maintain the Property. Owner shall maintain the Property in good condition and promptly perform all repairs and maintenance necessary to preserve its value. Owner shall keep the improvements on the Property insured against loss by fire and other hazards. Owner shall not commit waste or allow others to commit actual, permissive or constructive waste on the Property.

Subsequent Liens and Mortgages. Owner shall not allow any contemporaneous or subsequent liens or mortgages on all or any portion of the Property without Lender's prior written consent.

Due on Sale. Upon the sale or transfer of all or any portion of the Property or any interest in the Property, whether such conveyance is legal, beneficial or equitable, Lender shall be entitled to the proceeds of such sale or transfer, and Owner presently assigns to Lender all of Owner's right, title and interest in and to all such proceeds, up to the amount then due under this Mortgage.

Payment of Taxes and Liens. Owner shall pay all taxes on account of the Property, and shall pay all claims for work done or services rendered or material furnished to the Property.

Condemnation. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase or sale in lieu of condemnation, the proceeds of the award or sale are hereby assigned and shall be paid to Lender up to the amount then due under this Mortgage.

Further Assurances. At any time, upon request of Lender, Owner will make, execute, deliver, file or record any documents necessary to effectuate, perfect, continue or preserve Owner's obligations under this Mortgage and the liens and security interests created by this Mortgage.

Protection of Property Value and Lender's and Rights Under this Mortgage. In the event that Owner fails to carry out the covenants and agreements set forth in this Mortgage that could affect the value of the Property or Lender's interest therein (such as maintenance of the Property and payment of taxes), Lender may at its election take any action and make payment for any action necessary to protect the Property and its value. Any amounts so paid under this paragraph shall be added to the amounts due under this Mortgage.

Authorization. Owner is a duly organized limited liability company, validly existing and in good standing under the laws of the State of Illinois. This Mortgage has been duly authorized, executed, and delivered, and constitutes a legal, valid, and binding obligation of Owner.

Default; Remedies. Each of the following shall be deemed an event of default by Owner if not cured within ten (10) days of notice of such occurrence (each, an "Event of Default"): 1) Owner's breach of any covenant or obligation in this Mortgage, including payment obligations; or 2) any default occurs under the Note. Upon the occurrence and during the continuance of an Event of Default, Lender shall have all rights and remedies of a secured party in, to and against the Property including without limitation the right to foreclose on the Property in accordance with applicable law.

Attorneys Fees. Following any Event of Default, Lender shall be entitled to receive from Owner his reasonable attorneys' fees, court costs, and litigation expenses incurred in connection with the collection and enforcement of the obligations due under this Mortgage and the Note, whether or not litigation is actually commenced.

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Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Owner shall pay all costs of preparation or recording of the satisfaction.

Amendments. This Mortgage constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No amendment to this Mortgage shall be effective unless given in writing and signed by the party sought to be changed or bound by the amendment.

Governing Law; Venue. This Mortgage will be governed by the laws of the State of Illinois. In the event of a dispute, the parties submit to the exclusive jurisdiction of the courts of Cook County, Illinois.

No Waiver. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

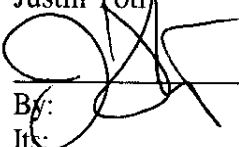
Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be modified to the minimum extent so that it becomes legal, valid and enforceable. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of the parties and their successors and assigns.


Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which, taken together, shall constitute one agreement binding on both parties.

Executed as of the date above first written.

OWNER:

Justin Toti
By: 
Its: _____

LENDER:

Ryan Holden
By: 
Its: _____

ACKNOWLEDGMENT

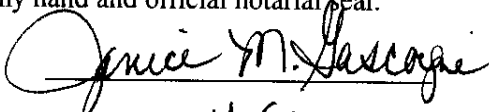
STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged and executed before me this 29th day of JUNE, 2016, by JUSTIN TOTI & RYAN HOLDEN, who is personally known to me or produced IL. DRIVERS LICENSE as identification.

WITNESS my hand and official notarial seal.

Signature:



Print Name:

JANICE M. GASCOIGNE
Notary Public

