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Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption



\*1707416103\*

Doc# 1707416103 Fee \$52.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/15/2017 04:29 PM PG: 1 OF 8

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN:** 16-02-128-003-0000

**Address:**

**Street:** 3813-29 W. Grand Avenue

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60651

**Lender:** Jose Rodriguez and Hilda Rodriguez

**Borrower:** Eliceo Morales

**Loan / Mortgage Amount:** \$60,000.00

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:** 67DEFC6D-47A6-4842-87BB-F6D35F68299D

**Execution date:** 3/14/2017

5m

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/WHEN RECORDED MAIL TO:

----- (Space Above This Line For Recording Data) -----

**MORTGAGE**THIS MORTGAGE ("Security Instrument") is given on February 28, 2017The mortgagor is **ELICEO MORALES** ("Borrower").

This Security Instrument is given to **JOSE RODRIGUEZ and HILDA RODRIGUEZ** ("Lenders"). Borrower owes Lenders the principal sum of **SIXTY THOUSAND DOLLARS (\$ 60,000.00)** plus interest. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for full payment, with the full debt, if not paid earlier, due and payable on FEBRUARY 27, 2020.

This Security Instrument secures to Lenders: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 Lenders the following described property located in COOK County, Illinois:

Lot 1, 2,3,4,5 & 6 IN BLOCK 6 IN THOMAS J. DIVEN'S SUBDIVISION OF BLOCKS 7 TO 11, BOTH INCLUSIVE, IN FREER RECEIVER'S ESTATE, A SUBDIVISION OF THE W 1/2 OF THE NW 1/4 OF SECTION 2, 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 3813-29 W. Grand Avenue, Chicago, IL 60651. The Real Property tax identification number IS AS TO LOTS 2 & 3: 16-02-128-002; AS TO LOTS 1, 4, 5 & 6: 16-02-128-001; 002; 003.

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."

**BORROWER COVENANTS** that Borrower is lawfully seized of 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lenders covenant and agree as follows:

**1. Payment of Principal and Interest:** Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in a timely manner. Borrower shall promptly furnish to Lenders evidence of such payments.

**3. Hazard or Property Insurance.** 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

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Hoods or flooding, for which Lenders requires insurance. This insurance shall be maintained in the amounts and for the periods that Lenders requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage describes above, Lenders may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 5.

All insurance policies and renewals shall be acceptable to Lenders and shall include a standard mortgage clause. Lenders shall have the right to hold the policies and renewals. If Lenders requires, Borrower shall promptly give to Lenders all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lenders. Lenders may make proof of loss if not made promptly by Borrower.

Unless Lenders and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, 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 not be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from Lenders that the Insurance carrier has offered to settle a claim, then Lenders may collect the insurance proceeds. Lenders may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lenders and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lenders, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lenders to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application;** Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lenders otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceedings, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 16, by causing the action or proceedings to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lenders (or failed to provide Lenders with all material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lenders agrees to the merger in writing.

**5. Protection of Lender's Rights in the Property.** If Borrower fails to perform to covenants and agreements contained in this Security Instrument, or there is legal proceeding that may significantly affect Lender's rights in the Property (such as a proceedings in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lenders may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by the lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lenders may take action under this paragraph, Lenders does not have to do so.

Any amounts disbursed by Lenders under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lenders agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lenders to Borrower requesting payment.

**6. Inspection.** Lenders or its agent may make reasonable entries upon and inspections of the Property. Lenders shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lenders.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in

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which the fair market value of the property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument immediately before the taking, unless Borrower and Lenders otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lenders otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lenders to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lenders within 30 days after the date the notice is given, Lenders is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security instrument, whether or not then due.

Unless Lenders and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due of the monthly payments referred to in paragraph 1 or change the amount of such payments.

**8. Borrower Not Released; Forbearance by Lenders Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lenders to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Any forbearance by Lenders in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right to remedy.

**9. Successors and Assigns Bound; Joint and Several Liability; Co-Signors.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lenders and Borrower. Borrower's covenants and agreements shall be Joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security instrument; and (c) agrees that Lenders and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's consent.

**10. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected in connection with the loan exceed the permitted limits, then; (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lenders may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**11. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lenders. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lenders when given as provided in this paragraph.

**12. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared severable.

**13. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**14. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest is sold or it is transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lenders may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lenders if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lenders exercises this option, Lenders shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lenders may revoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**15. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale in this Security

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Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lenders all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lenders may reasonably require to assure that the lien of this Security Instrument. Lender's rights in the property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration.

**16. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may not be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**17. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lenders written notice of any investigation, claim, demand, lawsuit or other action taken by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lenders further covenant and agree as follows:

**18. Acceleration; Remedies.** Lenders shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default be cured; and (d) 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 proceedings and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceedings the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lenders, 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 proceedings. Lenders shall be entitled to collect All expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.

**19. Release.** Upon payment of all sums secured by this Security Instrument, Lenders shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lenders may charge 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.

**20. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

**21. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument,

[Check applicable box(es)]

Adjustable Rate Rider  
 Graduated Payment Rider

Condominium Rider  
 Planned Unit Development Rider

1-4 Family rider  
 Biweekly Payment rider

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Balloon Rider  
 V.A. Rider

Rate Improvement Rider  
 Other(s) [specify]

Second Home Rider

BY SIGNING BELOW. Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders(s) executed by Borrower and recorded with it.

Eliceo Morales [SEAL] \_\_\_\_\_ [SEAL]  
Eliceo Morales

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said county and state do hereby certify that Eliceo Morales, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of February, 2017.

My Commission Expires:



Adrian E. Mazar  
Notary Public

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## BALLOON NOTE

Date: FEBRUARY 28, 2017

3813 W. Grand Avenue, Chicago, IL 60651  
3821 W. Grand Avenue, Chicago, IL 60651 {Property Address]  
3823 W. Grand Avenue, Chicago, IL 60651

### 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns.  
"Lender" means JOSE RODRIGUEZ/HILDA RODRIGUEZ and ELICEO MORALES and their successors and assigns.

### 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of SIXTY THOUSAND DOLLARS (\$60,000.00) plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of (28.560%) per year amortized over three (3) years until full amount of principal has been paid.

### 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The security instrument protects the Lender from losses which might result if Borrower defaults under this Note.

### 4. MANNER OF PAYMENT

(A) **Time.** Borrower shall pay principal and interest on or before the maturity date on February 27, 2020.

(B) **Place.** Payment shall be made at 5607 S. Madison Ave., Countryside, IL 6052 or at such other place as Lender may designate in writing to Borrower.

(C) **Amount.** Borrower shall pay the total amount of \$90,000.01 (total with interest) on or before the maturity date on February 27, 2020.

### 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

### 6. BORROWER'S FAILURE TO PAY

(A) **Default.** If Borrower defaults by failing the full amount, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving it in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment default. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means Secretary of Housing and Urban Development or his or her designee.

(C) **Payment of Costs and Expenses.** If Lender has required immediate payment in full, as described above, Lender will require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

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## 7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of Dishonor," means the right to require Lender to give notice to other persons that amounts due have not been paid.

## 8. GIVING NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any Notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 and 2 of this Note.

Elice Morales  
ELICEO MORALES, Borrower

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said county and state do hereby certify that Eliceo Morales, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28<sup>th</sup> day of February, 2017.

My Commission Expires:



Adrian E. Mazar  
Notary Public