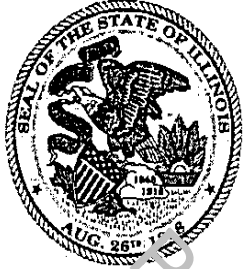


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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud 844-768-1713



Doc# 1717901029 Fee \$52.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/28/2017 11:34 AM PG: 1 OF 8

The property identified as: PIN: 18-17-306-016-0000

FIRST AMERICAN TITLE

FILE # 2863513

Address:

Street: 6170 Locust Lane

Street line 2:

City: LaGrange Highlands

State: IL

ZIP Code: 60525

Lender: Caterina Corvo

Borrower: Ronald Corvo, Jr and Tara M. Tolomeo

Loan / Mortgage Amount: \$200,000.00

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.

S Y  
P 8  
S N  
SC Y  
IN ~~AR~~

Certificate number: 2F0F2A64-8734-4BC4-8706-DCEA19E25071

Execution date: 6/13/2017

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This instrument was prepared by,  
and after recording return to:

Jason A. Doran  
Momkus McCluskey Roberts LLC  
1001 Warrenville Rd., Suite 500  
Lisle, Illinois 60532

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(space above line for recording data)

## MORTGAGE

**THIS MORTGAGE** (this "Mortgage") is dated as of June 13, 2017. The mortgagor is RONALD CORVO, JR., a single person, and TARA M. TOLOMEO, a single person, ("Borrower" or "Mortgagor") whose address is 6170 LOCUST LANE, LA GRANGE HIGHLANDS, ILLINOIS 60525. This Mortgage is given to CATERINA CORVO, whose address is 6170 Locust Lane, LaGrange, Illinois 60525 ("Lender" or "Mortgagee").

This Mortgage is given in favor of Lender to secure the repayment of the following (collectively "Borrower's Liabilities"):

- (a) all amounts due under that certain promissory note in the original principal amount of \$200,000.00 dated concurrently herewith made by Borrower in favor of Lender (the "Note");
- (b) any note or evidence of indebtedness executed in amendment, renewal, substitution or extension of the Note; and
- (c) the payment of all other sums, with interest, advanced under the terms of the Note or this Mortgage.

For this purpose, and in consideration of One Dollar (\$1.00), in hand paid, the receipt and sufficiency whereof is hereby acknowledged, Borrower does hereby mortgage, grant and convey to Lender the property located at 6170 LOCUST LANE, LA GRANGE HIGHLANDS, ILLINOIS 60525, which is legally described on EXHIBIT A attached to this Mortgage 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 Mortgage. All of the foregoing property is referred to in this Mortgage as the "Mortgaged Property".

**BORROWERS REPRESENT AND COVENANT** that Borrower holds fee simple title to the Mortgaged Property, free and clear of any and all liens and encumbrances (except as approved by Lender, which shall specifically include all exceptions listed on EXHIBIT B hereto) and Borrower has the right to mortgage, grant and convey the Mortgaged Property. Borrower warrants and will defend generally the title to the Mortgaged Property against all claims and demands.

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

**FIRST AMERICAN TITLE**  
**FILE #** 2863513

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1. Payment of Principal. Borrower shall promptly pay Borrower's Liabilities when due or properly declared due by Lender.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied: first, to any charges due under Borrower's Liabilities; second, to amounts advanced by Lender pursuant to the terms of the Note or this Mortgage; and last, to principal due.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Mortgaged Property which may attain priority over this Mortgage. Borrower shall pay these obligations on time directly to the person owed payment. Upon request from Lender, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any other lien which has priority over this Mortgage. Notwithstanding the foregoing, Borrower shall have the right to contest the validity, priority, amount or other matter related to the aforementioned taxes, assessments, charges, fines and impositions provided the following conditions are met: (a) Borrower provides Lender with all other information relating thereto which is reasonably requested by Lender; (b) Borrower uses her best efforts and vigorously contest such taxes, assessments, charges, fines and impositions; (c) Borrower provides Lender with suitable protection of Lender's interests granted hereunder.

4. Hazard or Mortgaged Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Mortgaged Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in commercially reasonable amounts and Lender shall be named as an additional insured.

5. Preservation, Maintenance and Protection of the Mortgaged Property. Borrower shall occupy and maintain or cause to be maintained the Mortgaged Property in good repair, working order, and condition and make or cause to be made, when necessary, all repairs, renewals, and replacements, structural, non-structural, exterior, interior, ordinary and extraordinary. Borrower shall refrain from and shall not permit the commission of waste in or about the Mortgaged Property. Borrower covenants and agrees that in the ownership, operation and management of the Mortgaged Property, Borrower will observe and comply with all applicable federal, state and local statutes, ordinances, regulations, orders and restrictions.

6. Protection of Lender's Rights in the Mortgaged Property. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Mortgaged Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay or whatever is necessary to protect the value of the Mortgaged Property and Lender's rights in the Mortgaged Property. Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees, maintaining insurance coverage for the Mortgaged Property and entering on the Mortgaged Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so. ANY AMOUNTS DISBURSED BY LENDER UNDER THIS PARAGRAPH 6 SHALL BECOME ADDITIONAL DEBT OF BORROWER SECURED BY THIS MORTGAGE. UNLESS BORROWER AND LENDER AGREE TO OTHER TERMS OF PAYMENT, THESE AMOUNTS SHALL BEAR INTEREST FROM THE DATE OF DISBURSEMENT AND SHALL BE PAYABLE UPON NOTICE FROM LENDER TO BORROWERS REQUESTING PAYMENT.

7. Omitted.

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8. Condemnation. Borrower shall promptly give notice to Lender of any condemnation or eminent domain proceeding affecting the Mortgaged Property. 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 Mortgaged Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender and held by Lender in escrow until all amounts secured hereunder are repaid to Lender or are applied pursuant to the Note, with any excess paid to Borrower; provided, however, that Lender may at its option, allow Borrower to use such award, or any part thereof, as Lender may deem appropriate in its reasonable discretion.

9. Transfer of the Mortgaged Property. If all or any part of the Mortgaged Property or any interest in it is sold or transferred without Lender's prior written consent (hereinafter a "Prohibited Transfer"), Borrower shall immediately pay in full all of Borrower's Liabilities. If a Prohibited Transfer occurs and Lender exercises its right to accelerate the payment of Borrower's Liabilities, Lender shall give Borrower notice of acceleration. If Borrower fails to pay these sums prior to the expiration of the period contained in the notice of acceleration, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

10. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Mortgaged Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Mortgaged Property that is in violation of any environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the Mortgaged Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Mortgaged Property. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Mortgaged Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. As used herein, "Hazardous Substances" are those substances defined as toxic or hazardous substances under any federal, state or local law, rule or regulation that relate to health, safety or environmental protection.

11. Default. Any of the following occurrences or acts shall constitute an event of default (a "Default") under this Mortgage:

(a) the occurrence of a default under the Note which is not cured within any applicable cure, notice or grace period;

(b) if Borrower fails or neglects to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in this Mortgage, which is required to be performed, kept or observed by Borrower and Borrower shall fail to remedy such within thirty (30) days of being served with written notice from Lender.

12. Remedies, Acceleration. If any such Default shall have occurred, then, to the extent permitted by applicable law, then Lender shall give notice to Borrower prior to acceleration following Borrower's default under this Mortgage (but not prior to acceleration under Paragraph 9 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 must 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 Mortgage, foreclosure by judicial proceeding and sale of the Mortgaged Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of

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Borrower to acceleration and foreclosure. 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 of Borrower's Liabilities without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 12, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

13. Borrowers' Right to Reinstate. If Borrower meets certain conditions, Borrower may have the right to have enforcement of this Mortgage discontinued pursuant to applicable law. Upon reinstatement by Borrower, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

14. Remedies Cumulative and Non-Exclusive. The lien and remedies granted to Lender in this Mortgage are in addition to and exclusive of any other liens or security interests granted to Lender in any other agreement now or from time to time given to Lender to secure the repayment of the Borrower's Liabilities. Lender is under no obligation to seek enforcement of any other security interest or lien prior to its enforcement of the remedies accorded to Lender under this Mortgage.

15. Notices. All communications provided for herein shall be in writing and shall be deemed to be given or made when served personally or two business days after deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

If to the Borrower: RONALD CORVO, JR. and TARA TOLOMEO  
6170 Locust Lane  
La Grange Highlands, IL 60525

If to the Lender: CATERINA CORVO  
507 Grant  
Downers Grove IL 60515

or to such party at such other address as such party may designate by notice duly given to the other parties in accordance with this Section.

16. Borrowers Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of Borrower's Liabilities granted by Lender to Borrower shall not operate to release the liability of Borrower. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

17. Successors and Assigns Bound, Joint and Several Liability. The covenants and agreements of this Mortgage shall bind and benefit the successors, assigns, heirs and personal representatives of Lender and Borrower. In the event more than one person is executing this Mortgage on behalf of Borrower, then all persons so executing this Mortgage as a Borrower shall be jointly and severally liable hereunder.

18. Governing Law; Severability. This Mortgage shall be governed by the laws of the state of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with Illinois law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect

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without the conflicting provision. To this end, the provisions of this Mortgage and the Note are declared to be severable.

19. Release. Upon payment of all of Borrower's Liabilities, Lender shall release this Mortgage without charge to Borrower except that Borrower shall pay any recordation costs.

20. Omitted.

21. Modification, Waiver, etc. No modification, waiver, estoppel, amendment, discharge or change of this Mortgage or any related instrument shall be valid unless the same is in writing and signed by Borrower and Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage.

**BORROWER:**

*Ronald Corvo Jr.*  
 \_\_\_\_\_  
 RONALD CORVO, JR.

*Tara M. Tolomeo*  
 \_\_\_\_\_  
 TARA M. TOLOMEO

State of Illinois )  
 )  
 County of DuPage )

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that RONALD CORVO, JR., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, produced DRIVERS LICENSE, as identification, and signed and delivered the said instrument, as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal, this 13 day of June, 2017.

*[Signature]*  
 \_\_\_\_\_  
 Notary Public

State of Illinois )  
 )  
 County of DuPage )



I, the undersigned Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that TARA M. TOLOMEO, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, produced DRIVERS LICENSE, as identification, and signed and delivered the said instrument, as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal, this 13 day of June, 2017.

*[Signature]*  
 \_\_\_\_\_  
 Notary Public



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## EXHIBIT "A"

### Legal Description

**LOT 12 IN ACACIA ACRES, ACCORDING TO PLAT THEREOF RECORDED OCTOBER 6, 1955 AS DOCUMENT 16384258, A SUBDIVISION OF PART OF THE SOUTH 78 ACRES OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

18-17-306-016-000

**COOK COUNTY  
RECORDER OF DEEDS**

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## EXHIBIT "B"

### Permitted Exceptions

Exceptions of record.

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