

Illinois Anti-Predatory  
Lending Database  
Program

Doc#: 1819355140 Fee: \$56.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/12/2018 11:29 AM Pg: 1 of 5

Certificate of Exemption



Report Mortgage Fraud

844-768-1713

18-0693

The property identified as: **PIN:** 04-35-314-045-1022

**Address:**

**Street:** 706 North Waukegan Rd

**Street line 2:** Unit C304

**City:** Glenview

**State:** IL

**ZIP Code:** 60025

**Lender:** Gabriel M Rodriguez and Beth Rodriguez

**Borrower:** Nina McNulty

**Loan / Mortgage Amount:** \$235,000.00

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:** 0AEF9512-2DA4-466D-B921-DCB53EC389FB

**Execution date:** 7/10/2018

# UNOFFICIAL COPY

THIS DOCUMENT PREPARED  
BY AND AFTER RECORDING  
RETURN TO:

Gabriel M. Rodriguez  
2133 Harrison Street  
Evanston IL 60201

## MORTGAGE

**THIS MORTGAGE** (the "Mortgage") is made and granted as of the 10th day of July, 2018 by **NINA MCNULTY** having an address at 706 N. Waukegan Rd., Unit C304, Glenview, Illinois, 60025 (the "Mortgagor"), to **GABRIEL M. RODRIGUEZ** and **BETH RODRIGUEZ**, having an address at 2133 Harrison Street, Evanston, Illinois 60201 (collectively, the "Mortgagee"). Mortgagor is justly indebted upon that certain promissory note of even date herewith payable to Mortgagee in the principal amount of Two Hundred and Thirty-Five Hundred Thousand and No/100 Dollars (\$235,000.00), plus interest at the rate set forth therein (the "Note"). This Mortgage collateralizes Mortgagor's obligations under the Note and secures the repayment of the debt evidenced by the Note, with all renewals, replacements, extensions and modifications thereof, if any. For this purpose, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor does hereby MORTGAGE, WARRANT, PLEDGE, SELL, TRANSFER, ASSIGN, GRANT and CONVEY unto Mortgagee, its successor and assigns forever, the following described property, rights, title and interests, whether now owned or existing or hereafter acquired or arising (which are collectively referred to herein as the "Mortgaged Property"), all of which Mortgaged Property is hereby pledged:

- a. the real property commonly known as 706 N. Waukegan Rd., Unit C304, Glenview, Illinois, 60025, and legally described on Exhibit A attached hereto and made a part hereof, situated in Cook County (the "Property"), Illinois;
- b. together with the easements, improvements, and appurtenances, now or hereafter belonging thereto, and all fixtures now or hereafter attached to or used in connection therewith (the "Improvements");
- c. all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, in any way now or hereafter belonging, relating or appertaining to the Land, and the reversions, remainders, rents, issues and profits thereof, if any (together with the Property and the Improvements, collectively, the "Premises"); and
- d. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance maintained with respect to the Premises, and proceeds of any sale or contract to sell the Premises or any portion thereof.

**MORTGAGOR** covenants and agrees as follows: (i) to pay when due the principal of, and interest on, the debt evidenced by the Note; (ii) to warrant and defend the Mortgaged Property and the quiet and peaceful enjoyment of the same against the claims of all persons; (iii) to pay when due in each year all taxes, assessments and charges of any kind levied or assessed against the Mortgaged Property; (iv) to keep the Mortgaged Property in good condition and free from waste; (v) to keep all Improvements insured against loss, in an amount not less than that maintained by Mortgagor as of the date hereof, with a loss payee clause attached payable to Mortgagee, until the indebtedness under the Note is fully paid; (vi) to comply with all laws, ordinances, acts, rules, regulations and orders of any legislative, executive, administrative or judicial body commission or officer

# UNOFFICIAL COPY

(whether federal, state, or local) exercising any power, regulation or supervision over Mortgagor, or any part of the Mortgaged Property; (vii) to refrain from creating or otherwise suffering or permitting to be created or filed against the Premises any lien superior to the lien of this Mortgage; (viii) to pay principal, interest or other monetary obligations under any other lien or encumbrance on the Premises as the same comes due; and (ix) that all advances, disbursements and expenditures made or incurred by Mortgagee after the date hereof in connection with either or both of the Mortgaged Property and this Mortgage shall be so much additional indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor upon demand. Mortgagor shall promptly notify Mortgagee in writing of (a) any loss to the Premises (whether covered by insurance or not), and (b) any litigation or threatened litigation affecting the Mortgaged Property or any other demand or claim which, if enforced, could impair or threaten Mortgagee's security hereunder, and shall immediately provide Mortgagee with copies of any documents pertinent thereto. Mortgagor hereby RELEASES and WAIVES all rights under and by virtue of the non estead exemption laws of the State of Illinois.

**IN THE EVENT** of a breach of or a default under any of the covenants or agreements herein, or under the Note, Mortgagee, at Mortgagee's option, (i) may make any payment or perform any act required of Mortgagor in any form and manner Mortgagee deems expedient, (ii) may require immediate payment in full of all sums secured by this Mortgage, and (iii) shall have the right to foreclose the lien hereof in accordance with the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 *et seq.* (the "Act"), and exercise any other remedies which Mortgagee may have at law or in equity. All sums secured by this Mortgage shall immediately become due and payable at the option of Mortgagee in the event that Mortgagor sells, transfers or conveys the Premises or any part thereof or any interest therein, and Mortgagor covenants and agrees to promptly advise Mortgagee of any such sale, transfer or conveyance. Mortgagee shall be entitled to collect all expenses and disbursements paid or incurred by Mortgagee in connection with the Mortgage, Note and any foreclosure, including reasonable attorney's and appraiser's fees, outlays for documentary and expert evidence, stenographer's charges and the cost of procuring or completing all abstracts of title, title commitments and title policies for the Mortgaged Property. All such expenses and disbursements shall be an additional lien upon the Mortgaged Property and shall be taxed as costs and included in any decree that may be rendered in any foreclosure proceeding.

**IT IS AGREED** by Mortgagor and Mortgagee that Mortgagee may, from time to time, without notice of demand and without affecting or impairing in any way the rights of Mortgagee with respect to the Mortgaged Property or the obligations of Mortgagor under this Mortgage, (i) renew, compromise, extend, accelerate or change the time or payment or the terms of the indebtedness secured by this Mortgage or any part thereof, including increase or decrease of the rate of interest thereon, (ii) take and hold other security for the payment of such indebtedness, (iii) exchange, enforce, waive, release, apply and direct the order or manner of sale of any security for the indebtedness as Mortgagee in its discretion may determine, (iv) release or substitute any one or more endorser or any other person liable for all or any part of the indebtedness, (v) join in granting any easement or creating any easement affecting the Land, and (vi) join in any subordination or other agreement affecting this Mortgage or the lien or charge hereof.

**IT IS FURTHER AGREED** by Mortgagor and Mortgagee as follows: (i) the covenants and agreements of this Mortgage shall bind and inure to the benefit of the successors, assigns and heirs of Mortgagor and Mortgagee and all subsequent owners, encumbrances, tenants and subtenants of the Premises and shall run with the Land (provided, however, that Mortgagor may not assign its rights or obligations under this Mortgage without the written consent of Mortgagee, which may be withheld in Mortgagee's sole and absolute discretion); (ii) this Mortgage shall be governed by the laws of the State of Illinois, without reference to its conflicts of law principles; (iii) each right herein conferred upon Mortgagee is cumulative and in addition to every other right provided by law or in equity, and Mortgagee may exercise each such right in any manner deemed expedient to Mortgagee; (iv) if Mortgagor shall pay in full when due all sums secured by this Mortgage and timely perform and observe all of the provisions and obligations herein and in the Note applicable to Mortgagor, Mortgagee shall release this Mortgage and the interest of Mortgagee shall cease and become void, but shall otherwise remain in full force and effect; (v) with respect to any portion of the Mortgaged Property which constitutes a real property fixture or

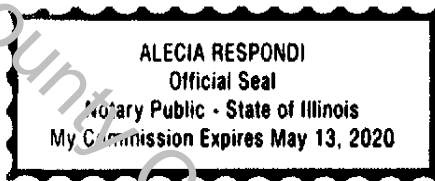
# UNOFFICIAL COPY

personal property, this Mortgage also shall constitute a security agreement creating a security interest in such real property fixtures or personal property in favor of Mortgagee as a secured party under the Illinois Uniform Commercial Code as in effect from time to time; (vi) all notices and other communications under this Mortgage shall be in writing and may be given by personal delivery, registered or certified mail, or overnight delivery service to the appropriate party at its address given above (or at such other address for such party as shall be specified by notice given hereunder), and shall be deemed received upon the earlier of actual receipt thereof by the address or actual delivery thereof to the appropriate address; (vii) in the event that any provision of this Mortgage is held illegal or invalid for any reason, that illegality or invalidity shall not affect the remaining provisions of this Mortgage, in which event this Mortgage shall be construed and enforced as if that illegal or invalid provision had never been inserted herein; (viii) the failure (with or without intent) of any party to insist upon the strict performance by any other party of any provision in this Mortgage shall not be deemed to constitute a modification of any of the provisions hereof, or a waiver of the right to insist at any time thereafter upon performance strictly in accordance with the provisions hereof; and (ix) each reference to Mortgagor shall be deemed to include and be binding on each party executing this Mortgage, and this Mortgage shall be the joint and several obligation of said parties.

IN WITNESS WHEREOF, this Mortgage was executed by Mortgagor as of the day and year first above written.

*Nina McNulty*  
\_\_\_\_\_  
Nina McNulty

STATE OF ILLINOIS            )  
  )        SS.  
COUNTY OF COOK            )



I, the undersigned, a Notary Public in and for County and State aforesaid, do hereby certify that NINA MCNULTY,\* personally known or proven to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10<sup>th</sup> day of July, 2018.

\* a single person

*Alecia Respondi*  
\_\_\_\_\_  
Notary Public

My Commission Expires: May 13, 2020

# UNOFFICIAL COPY

## EXHIBIT "A"

**Parcel 1:**

Unit C-304 in the Orchard Glen Condominium No. 3, as delineated on a survey of the following described real estate:

Part of Lot 2 in Orchard Gardens Subdivision, a Subdivision of part of the South 1/2 of the South 1/2 of Section 35, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium filed as Document LR3057543, together with its undivided percentage interest in the common elements.

**Parcel 2:**

Easement for ingress and egress for the benefit of Parcel 1 as set forth in the Declaration and Grant of Easements filed as Document LR3057542.

PIN(S): 04-35-314-045-1022

Property of Cook County Clerk's Office