

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713



\*1921313215\*

Doc# 1921313215 Fee \$93.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/01/2019 03:12 PM PG: 1 OF 4

The property identified as: **PIN:** 16-18-427-009-0000

**Address:**

**Street:** 1166 S. Scoville Avenue

**Street line 2:**

**City:** Oak Park

**State:** IL

**ZIP Code:** 60304

**Lender:** Cynthia J. Tang Revocable Trust dated 9/12/2013

**Borrower:** David Gucciardi and Molly E. McNally

**Loan / Mortgage Amount:** \$151,848.00

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:** E0E05B3E-DD8E-49DF-878D-BA23F17A71CF

**Execution date:** 7/3/2019

S Y  
P 4  
S N  
M Y  
SC Y  
E N  
INT AV  
DZ-18-19

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STATE OF ILLINOIS        )  
COUNTY OF COOK        )

REAL ESTATE MORTGAGE

THIS INDENTURE, dated this 12th day of June, 2019.

WITNESSETH, That The MORTGAGOR(S) David Gucciardi and Molly E. McNally, Husband and wife, of Oak Park, in the County of Cook and State of Illinois MORTGAGE and WARRANT to Cynthia J. Tang Revocable Trust dated 9/12/2013, whose business address is 190 Market Street, Platteville, in the County of Grant and State of Wisconsin, to secure the payment of One Hundred Fifty One Thousand, Eight Hundred and Forty Eight Dollars,(\$151,848.00) and other obligation(s) of the following:-

1. Promissory notes, executed by David Gucciardi and Molly E. McNally in favor of MORTGAGEE(S), of even date herewith and of the date of June 12, 2019.

MORTGAGOR(S) do hereby MORTGAGE and GRANT to MORTGAGEE(S) for the purposes aforesaid, the following described Real Estate, to-wit:-

Lot 62 in South Ridgeland in the Southeast ¼ of Section 18, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number 16-18-427-009-0000

Address of: 1166 S. Scoville Avenue, Oak Park, 60304

SUBJECT TO:

MORTGAGOR(S) hereby releasing and waiving all rights under and by virtue of the Homestead Exemptions Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained.

1. It is expressly Provided and Agreed, that if default be made in the payment of said promissory notes, or of any part thereof, or the interest thereon, or any part thereof; at the time and in the manner above specified for the payment thereof, or in case of waste or non-payment of taxes or assessments on said

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premises or of a breach of any of the covenants or agreements herein contained, then, and in such case, the whole of said principal sum and interest secured by the said promissory notes in this mortgage mentioned, shall thereupon, with no notice to MORTGAGEE(S) at the option of said MORTGAGEE(S), his/her/their heirs, executors, administrators, attorneys or assigns, become immediately due and payable; and this mortgage may be immediately foreclosed to pay the same to said MORTGAGEE(S), his/her/their heirs, executors, administrators, attorneys or assigns; and it shall be lawful for the said MORTGAGEE(S), his/her/their heirs, executors, administrators, attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

2. Upon the Filing of any Bill to foreclose this mortgage in any court having jurisdiction thereof, such court may appoint a receiver to collect/take possession of the rents, issues and profits arising out of said premises, during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall expire, and such rents, issues and profits when collected, may be applied toward the payment of the indebtedness and costs herein mentioned and described. And the Court may place the MORTGAGEE(S) in possession of the property during the pen. And upon the foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and reasonable attorney's or solicitor's fees, to be included in the decree, and all moneys advanced for taxes, assessments, and other liens; then there shall be paid the principal of said note whether due and payable by the terms thereof or not, and the interest thereon. The Court may place the MORTGAGEE in possession at any time after filing of the complaint pursuant to statute.

3. The said MORTGAGOR(S) Covenant(s) and agree(s) that he/she/they will keep all buildings that may at any time be upon said premises insured in such companies as the holder of said note shall direct for his/her/their full insurable value, and to make the loss, if any, payable to, and deposit the policies of insurance with the party of the second part, or his/her/their assigns, as further security for the indebtedness aforesaid.

4. MORTGAGOR(S) shall pay all taxes and assessments against the property promptly when due.

5. MORTAGOR(S) shall maintain the property in good repair and in a clean and orderly condition.

6. If MORTGAGOR(S) fail(s) to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect MORTGAGEE(S)' rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then MORTGAGEE(S) may do and pay for whatever is necessary to protect the value of the property and MORTGAGEE(S)' rights in the property. MORTGAGEE(S) actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the property to make repairs. Although MORTGAGEE(S) may take action under this Paragraph 5, MORTGAGEE(S) is not required to do so.

Any amounts disbursed by MORTGAGEE(S) under this Paragraph 6. shall become additional debt secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from MORTGAGEE(S) to Borrower or MORTGAGOR(S).

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And It Is Further Mutually Understood and Agreed By and between the parties hereto, that the covenants, agreements and provisions herein, contained shall apply to, and, as far as the law allows, be binding upon and be for the benefit of the heirs, executors, administrators and assigns of said parties respectively.

In Witness Whereof The said Mortgagor(s) have hereunto set their hands and seals this 13 day of June A.D. 2019.

David Gucciardi (SEAL)  
David Gucciardi

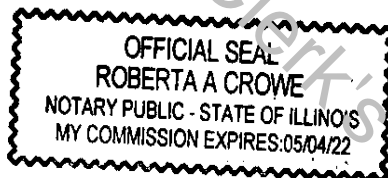
Molly E. McNally (SEAL)  
Molly E. McNally

STATE OF Illinois  
COUNTY OF Will ss.

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that David Gucciardi and Molly E. McNally, Husband and Wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 13<sup>th</sup> day of June, A.D. 2019.

Roberta A. Crowe  
Notary Public  
My Commission Expires: 5/4/22



**Name & Return Address:**  
Cynthia J. Tang, Trustee  
Cynthia J. Tang Revocable Trust  
190 Market Street  
Platteville, WI 53818

**Instrument Drafted By:**  
Cynthia J. Tang  
190 Market Street  
Platteville, WI 53818