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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



Doc# 1922649305 Fee \$88.00
RHSP FEE:\$9.00 RPRF FEE: \$1.00
EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 08/14/2019 11:07 AM PG: 1 OF 6

The property identified as: **PIN:** 05-07-204-015-0000

Address:

Street: 167 Park Avenue

Street line 2:

City: Glencoe

State: IL

ZIP Code: 60022

Lender: Mark and Joan Boyar

Borrower: Nancy J Boyar

Loan / Mortgage Amount: \$775,000.00

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: 6054F4B7-8AF1-4796-A6DF-850376CF2542

Execution date: 8/6/2019

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MORTGAGE AGREEMENT

THIS MORTGAGE AGREEMENT (the "Mortgage") is made and entered on May 1, 2019 by and between **Nancy J Boyar** (the "Mortgagor") and **Mark and Joan Boyar Jointly** (the "Mortgagee") which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of 775,000.00 together with interest thereon 5% computed on the outstanding balance, as provided in this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of this Mortgage.

IN CONSIDERATION OF the loan made by Mortgagee to Mortgagor and for the purpose expressed above, the Mortgagor does hereby grant and convey to Mortgagee, with MORTGAGE COVENANTS, the following described property (the "Property") situated at 167 Park Avenue, Glencoe, County of Cook County, in the State of Illinois, with the following legal description:

Please see Schedule A for the legal description.

PAYMENT OF SUMS SECURED.

Mortgagor shall pay to Mortgagee the principal and interest as agreed and reasonable charges fixed by Mortgagee to satisfy and discharge the Mortgage of record and any other relevant load documents, and all other sums hereby secured. Mortgagor shall keep and perform every other, term, provision covenant and agreement of this Mortgage. Payments shall be paid to Mortgagee at 18 Terrace Court, Old Westbury, New York, unless otherwise instructed.

BALLOON PAYMENT. The Principal Balance and any accrued interest shall be due and payable if not sooner paid on April 30th, 2023.

WHEN THIS MORTGAGE BECOMES VOID.

When the load secured by this Mortgage has been paid in full with all interest due, this Mortgage shall become void.

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MORTGAGOR FURTHER COVENANTS AND AGREES THAT:

- a. Mortgagor warrants that it is lawfully seized of the Property, that it has full right and is lawfully authorized to sell, convey, or encumber the same, and that the Property is free and clear of all liens and encumbrances except as provided herein.
- b. Mortgagor covenants to warrant and forever defend, all and singular, the Property unto the Mortgagee forever from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.
- c. Mortgagor will make timely payment of the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises.
- d. In the event that any condition of this Mortgage fails to carry out the covenants and warrants set forth herein, the Mortgagee may do and pay for whatever is necessary to protect the value of and the Mortgagee's rights in the mortgaged Property and any amount so paid shall be added to the Principal Sum due the Mortgagee hereunder.
- e. In the event that any condition of this Mortgage shall be in default within a reasonable time, the entire debt shall become immediately due and payable at the option of the Mortgagee. Mortgagee shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
- f. In the event that the Mortgagor transfers ownership (either legal or equitable) or any security interest in the mortgaged Property, whether voluntary or involuntarily, the Mortgagee may at its option declare the entire debt due and payable.
- g. This Mortgage is also security for all other direct and contingent liabilities of the Mortgagor to Mortgagee which are due or become due and whether now existing or hereafter contracted.
- h. Mortgagor shall not commit waste or permit other to commit actual, permissive or constructive waste on the Property.
- i. This Mortgage is upon the statutory condition and the other conditions set forth herein, for breach of which Mortgagee shall have the statutory power of sale to the extent existing under the laws of this State

SIGNATURE PAGE TO FOLLOW.

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Mortgagor Signature:

DATED: 5-1-19

Nancy J Boyar

Nancy J Boyar

State OF ILLINOIS COUNTY OF COOK, ss:

This instrument was acknowledged before me on this 1 day of MAY 2019, by Nancy J Boyar.

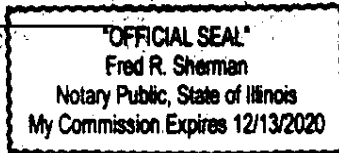
Fred R Sherman

Notary Public

ATTORNEY

Title (and rank)

My Commission Expires



Property of Cook County Clerk's Office

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SCHEDULE A

LEGAL DESCRIPTION OF REAL PROPERTY

5. The Land is described as follows:

The Southerly 123 Feet of the Easterly 120 Feet of Lot 3 in Block 17 in Glencoe in Section 5, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 05-07-204-015-0000

Property Commonly Known As: 167 Park Avenue, Glencoe Illinois, 60022

THIS DOCUMENT PREPARED BY AND MAIL TO:

**FRED R. SHERMAN
2222 CHESTNUT AVE
SUITE 101
GLENVIEW, IL. 60026**

Property of Cook County Clerk's Office