

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1929622005

Doc# 1929622005 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 10/23/2019 09:07 AM PG: 1 OF 8

The property identified as: PIN: 19-20-200-016-0000

Address:

Street: 5923 West 63rd Street

Street line 2:

City: Chicago

State: IL

ZIP Code: 60638

Lender: Jorge L. Rodriguez

Borrower: Eladio Montoya

Loan / Mortgage Amount: \$226,000.00

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: 94E67038-DDA0-40D6-A653-38687513475C

Execution date: 10/21/2019

Handwritten signatures and initials

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Prepared By:
Nery & Richardson LLC
4258 W. 63rd St.
Chicago, Illinois 60629

After recording mail to:
Jorge L. Rodriguez
8716 West 98th Street
Palos Hills, Illinois 60465

MORTGAGE

THIS MORTGAGE ("Mortgage"), made as of the 17th day of October, 2019 by Eladio Montoya, a married man (the "Mortgagor"), in favor of Jorge L. Rodriguez, whose address is 8716 West 98th Street, Palos Hills, Illinois 60465 ("Mortgagee").

PRELIMINARY STATEMENTS

Mortgagor is the legal title holder of the real estate parcel legally described on Exhibit "A" attached hereto and made a part hereof.

Mortgagor has executed and delivered to Mortgagee a Secured Promissory Note ("Note") dated October 17, 2019, in the original principal amount of \$226,000.00 (together with all other sums due thereunder, including interest, and including all amounts that may be due from Mortgagor pursuant to the terms of this Mortgage, the "Indebtedness"). To secure the obligations of Mortgagor under the terms of the Note and this Mortgage, including payment in full of the Indebtedness, Mortgagor is granting the rights to Mortgagee contained herein.

NOW THEREFORE, for valuable consideration, including the foregoing recitals which are made a part hereof, and specifically to secure Mortgagor's faithful performance and observance of all of the covenants and provisions in the Note and this Mortgage, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Mortgagor DOES HEREBY GRANT, DEMISE, COLLATERALLY ASSIGN, ALIENATE, MORTGAGE, WARRANT AND CONVEY unto Mortgagee, his successors and assigns, the real estate described in Exhibit A, attached hereto and made a part hereof, which together with the property mentioned in the next succeeding paragraph, shall be referred to as the "Real Property";

TOGETHER with all improvements, tenements, reversions, remainders, easements, fixtures and appurtenances now or hereafter thereto belonging, and all rents, issues, and profits thereof (which are pledged primarily and on a parity with the real estate and not secondarily); all tenant security deposits, utility deposits, and insurance premium rebates to which Mortgagor may


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be entitled or that Mortgagor may be holding; and all fixtures, apparatus, equipment, and articles that relate to the use, occupancy, and enjoyment of the real estate. All of the land, estate, and property hereinabove described, real, personal, and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended to be as a unit and are hereby understood, agreed, and declared (to the maximum extent permitted by law) to form part and parcel of the real estate and to be appropriated to the use of the real estate and shall be, for the purposes of this Mortgage, deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Real Property, and all other above-described property and rights, unto Mortgagee, his successors and assigns, forever; Mortgagor hereby **RELEASING AND WAIVING** all rights under and all virtue of the homestead exemption laws of the State of Illinois.

PROVIDED NEVERTHELESS, that if Mortgagor shall pay when due the Indebtedness and duly and timely perform and observe all of the terms, provisions, covenants and agreements herein provided to be performed and observed by Mortgagor, then this Mortgage shall cease and become void and of no effect; but otherwise this Mortgage will remain in full force and effect.


MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness. Mortgagor shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements to be performed and observed as provided herein; and this Mortgage shall secure the following: (a) the payment of the Indebtedness and all other sums due and owing pursuant to the Note and this Mortgage (which shall be deemed to be additional Indebtedness); and (b) the performance and observance of all of the covenants and provisions in this Mortgage.

2. Maintenance, Repair, Restoration, Liens, etc. Mortgagor shall (a) keep the Real Property in good condition and repair, without waste, and free from mechanic's, materialmen's or like non-consensual liens; (b) comply with all requirements of law, municipal ordinance or restrictions and covenants of record with respect to the Real Property; and (c) suffer or permit no unlawful use of, or nuisance to exist upon the Real Property.

3. Taxes. Mortgagor shall cause to be paid before any penalty attaches all general and special taxes, assessments, water charges, sewer charges, and all other fees, taxes, charges and assessments (the "Taxes"), applicable to the Real Property.

4. Insurance. Mortgagor will keep insured all of the buildings and improvements now or hereafter included within the Real Property, and shall furnish Mortgagee with copies of all such insurance policies and certificates of insurance as Mortgagee shall request. Mortgagee shall be named as a loss payee and as an additional insured on all policies of insurance.



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5. Events of Default. Any one or more of the following events shall be events of default hereunder ("Events of Default"):

- a. Failure of Mortgagor to punctually pay the Indebtedness and all other amounts due and owing under the Note, within fifteen (15) days of when the same are due and payable; or
- b. Mortgagor shall fail to comply with any other obligation of Mortgagor under the Note or this Mortgage, and such failure shall continue for a period of thirty (30) days after notice thereof from Mortgagee.

6. Default. If an Event of Default shall occur and be continuing, the Mortgagee is hereby authorized and empowered, at Mortgagee's option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder to declare, without further notice, all Indebtedness and all other sums due and owing pursuant to the Note to be immediately due and payable, whether or not such default be thereafter remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose this Mortgage or to exercise any right, power or remedy provided by this Mortgage or order of court, by law or in equity conferred.

7. Foreclosure. When the Indebtedness and any other sums due under the Note or any part thereof shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for the Indebtedness or any part thereof. Thereafter, all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and which may be had pursuant to such decree, the true conditions of the title to or the value of the Real Property. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Real Property and the maintenance of the lien of this Mortgage, including the fees of attorneys employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Note or the Real Property, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceedings, shall be deemed additional Indebtedness and shall be immediately due and payable by Mortgagor. To the greatest extent permitted by law, Mortgagor waives all rights of redemption and reinstatement.

8. Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Real Property shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 7 hereof; Second, to Mortgagee all amounts otherwise due under the Note and this Mortgage; and Third, any remaining amounts to Mortgagor and their heirs, successors or assigns, as their rights may appear.



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9. Further Assurances. Mortgagor will do, acknowledge and deliver all and every further acts, deeds, conveyances, transfer and assurances necessary or proper, in the sole judgment of Mortgagee, for the better assuring, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired.

10. Assignment by Mortgagee. Notwithstanding any provision herein which is or may appear to be to the contrary, the Mortgagee may assign, negotiate, pledge or otherwise hypothecate all or any portion of this Mortgage or grant participation herein or in any of Mortgagee's rights hereunder, and in case of such assignment, Mortgagor will accord full recognition thereto and agrees that upon the occurrence of an Event of Default hereunder all rights and remedies of the Mortgagee in connection with the interest so assigned shall be enforceable against Mortgagor by such assignee with the same force and effect to the same extent as the same would have been enforceable by the Mortgagee but for such assignment. Mortgagor further agrees that copies of this Mortgage and all documents delivered in connection with the Indebtedness or otherwise required to be delivered pursuant to this Mortgage may be furnished to such assignee by the Mortgagee and will be furnished to such assignee directly by the Mortgagor if such assignee so requests.

11. Successors. In the event that the ownership of the Real Property becomes vested in a person or persons other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Mortgage and the Indebtedness in the same manner as with Mortgagor. Mortgagor will give immediate written notice to Mortgagee of any conveyance, lien, assignment, transfer or change in ownership of the Real Property, but nothing in this Paragraph shall vary or negate the provisions of Paragraph 7 hereof.

12. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or limited, given now or hereafter existing, at law or inequity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission of Mortgagee in the exercise of any right, power or remedy shall impair any such right, power or remedy, or be construed to be a waiver of any type.

13. Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and their heirs, successors and assigns (including, without limitation, each and every record owner from time to time of the Real Property or any other person having an interest therein), and shall inure to the benefit of Mortgagee and its successors and assigns.

S.M.

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14. Notice. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and shall be deemed to be given on the date of mailing if mailed by registered or certified mail, postage prepaid, return receipt requested, to such place as any party may by notice in writing designate for itself. Any such notice also may be served by personal delivery thereof to the other party, which delivery shall constitute service of notice hereunder on the date of such delivery.

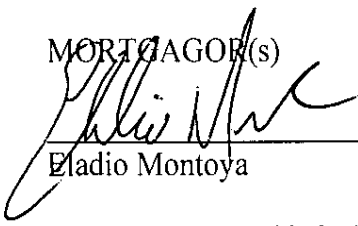
15. Authority. Mortgagor (and the undersigned representative of Mortgagor, if any) represents and warrants that he has full power and authority to execute and deliver this Mortgage, and the execution and delivery of this Mortgage has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Mortgagor or the Property

16. Assignment of Rents. As additional security for the payment of the Indebtedness and for the faithful performance of the terms and conditions contained herein, Mortgagor does hereby assign to Mortgagee all of his right, title, and interest as landlord in and to the present leases and all future leases of the Real Property. Mortgagor at his sole cost and expense will at all times promptly and faithfully abide by, discharge, and perform all of the covenants, conditions, and agreements contained in all leases of the Real Property, on the part of the landlord thereunder to be kept and performed. Nothing in this Mortgage or in any other documents relating to the Note secured hereby shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of the landlord under any of the leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Mortgagor agrees to perform and pay or cause to be performed and paid.

17. Waiver of Redemption and Reinstatement. To the greatest extent permitted by law, Mortgagor hereby waives and relinquishes all rights of reinstatement and redemption with respect to the Real Property, this Mortgage, and the Indebtedness secured hereby.

IN WITNESS WHEREOF, Mortgagor(s) has/have duly executed this Mortgage as of the day and year first above written.


MORTGAGOR(s)



Eladio Montoya

STATE OF ILLINOIS)
COUNTY OF COOK)

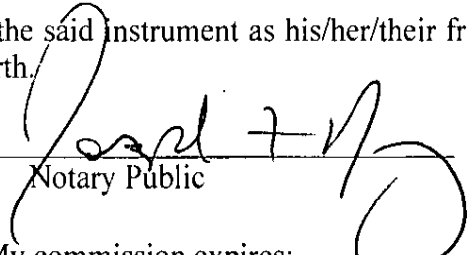
The undersigned, a Notary Public in and for said county and state do hereby certify that Eladio Montoya, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, personally appeared before me this 17th day of October, 2019, and



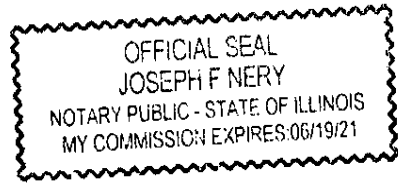
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acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.



Notary Public
My commission expires: _____



Property of Cook County Clerk's Office

S.M.
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EXHIBIT A

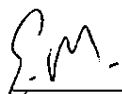
Legal Description:

LOTS 9 AND 10 IN BLOCK 2 IN CLEAR PARK, A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(s): 19-20-200-015-0000

19-20-200-016-0000

Commonly known as 5923 West 63rd Street, Chicago, Illinois 60638



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