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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

Doc#: 1934313091 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 12/09/2019 01:02 PM Pg: 1 of 8

The property identified as: PIN: 12-12-128-017-0000

Address:

Street: 5530 N Linden Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60656

Lender: Thomas T. Tinerella Laurie A. Tinerella

Borrower: Matthew V. Tinerella

Loan / Mortgage Amount: \$317,000.00

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.

A19107981



Old Republic Title
9601 Southwest Highway
Oak Lawn, IL 60453

Certificate number: 4BD03CAE-BA9B-4805-AC8C-0D7FE8A2072D

Execution date: 10/23/2019

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prepared By J

After recording, mail document to:

Matthew V Tinerella
5530 N Linden Avenue
Chicago, IL 60656

State of Illinois

Rev. 133C77C

MORTGAGE DEED

This Mortgage Deed (this "Mortgage") is made as of this 23 day of October, 2019 (the "Effective Date") by and among Matthew V Tinerella, located at 5530 N Linden Avenue, Chicago, IL 60656 (the "Borrower") and Thomas T Tinerella, Laurie A Tinerella, located at 5535 N Linden Avenue, Chicago, IL 60656 (collectively, the "Lender").

WHEREAS, the Borrower and the Lender entered into a Promissory Note dated October 23, 2019 in the sum of \$317,000.00 (the "Principal Amount"), together with interest of 4% thereon computed on the outstanding balance (the "Note"); and

WHEREAS, to secure the performance of all the terms, covenants, agreements, conditions and obligations of the Note and this Mortgage, the Borrower wishes to grant to the Lender its rights, title and interest to the property located at 5530 N Linden Avenue, Chicago, IL 60656 and with the following legal description: LOT 40 IN WITWICKI'S SECOND ADDITION TO GLEN EDELL ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 11 AND PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED APRIL 23, 1956 AS DOCUMENT 16562104, IN COOK COUNTY, ILLINOIS. (the "Property").

Property Address: 5530 N Linden Avenue, Chicago, IL 60656

Property Index Number (PIN): 12-12-128-017-0000

NOW THEREFORE, in consideration of the loan for the Principal Amount plus interest made by the Lender to the Borrower, the Borrower and the Lender hereby agree as follows:

1. Grant. The Borrower hereby grants and conveys to the Lender all rights, title and interest to the Property, including all buildings, improvements and fixtures now and hereafter existing thereon, as security for the repayment of the Note and the performance of the covenants and agreements set forth in this Mortgage.

Mortgage Deed (Rev. 133C77C)

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2. Payment. The Borrower promises to pay the Principal Amount and interest pursuant to the terms and conditions of the Note and this Mortgage, and any other reasonable charges or additional amounts set out in or secured by the Note and this Mortgage.

3. Senior Mortgages. No superior mortgage or the note secured by it will be modified without the consent of the Lender hereunder.

4. Tax and Insurance. If the holder of a senior mortgage does not establish a fund for the payment of insurance, property taxes, and any other such charges which may or may not become a lien against the Property, when they become due, the Borrower will be required to pay, in addition to and included with each periodic payment due under the Note secured by this Mortgage, a payment sufficient to provide a fund from which the same can be paid by the Lender when due.

5. Rights of Lender. In the event that Borrower fails to carry out the covenants and agreements set forth in this Mortgage, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the Property, and any amounts so paid shall be added to the Principal Amount due to the Lender hereunder.

6. Acceleration upon Default. In the event that any condition of this Mortgage shall be in default for more than thirty (30) days, the entire outstanding balance of the Principal Amount and any interest due thereon shall become immediately due and payable at the option of the Lender. The Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

7. Security Interest. This Mortgage is also security for all other direct and contingent liabilities of the Borrower to the Lender that are due or become due and whether now existing or hereafter contracted.

8. Property Insurance. The Borrower will keep the Property insured against loss by fire, earthquakes, floods, hazards included within the term "extended coverage," and any other hazards for which the Lender requires insurance. The insurance amounts (including deductible levels) and periods and the insurance carrier shall be subject to the Lender's approval.

9. Repair and Maintenance. The Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the Property. The Borrower shall maintain the Property and shall not allow the Property to deteriorate or decrease in value due to its condition. If the Property is damaged, the Borrower shall promptly repair the Property to avoid further deterioration or damage, unless repair or restoration is not economically feasible.

10. Borrower Covenants. The Borrower further covenants and warrants to the Lender that the Borrower is the legal owner of and has the right to grant and convey the Property and that the Property is free and clear of all encumbrances except for encumbrances of record.

11. Ownership Transfer. In the event that the Borrower transfers ownership, be it either legal or equitable, or any security interest in the Property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.

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12. Assignment. The Borrower shall not assign this Agreement, in whole or in part, without the written consent of the Lender. The Lender shall not assign this Agreement, in whole or in part, without the written consent of the Borrower.

13. No Waiver. No party shall be deemed to have waived any provision of this Mortgage or the exercise of any rights held under this Mortgage unless such waiver is made expressly and in writing. Waiver by any party of a breach or violation of any provision of this Mortgage shall not constitute a waiver of any other subsequent breach or violation.

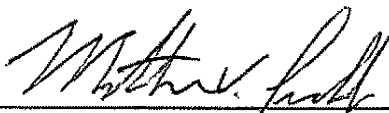
14. Discharge. Upon payment in full by the Borrower of the Note and all other instruments secured by this Mortgage, this Mortgage shall be terminated, and the Lender shall provide the Borrower the appropriate notice of termination.

15. Notices. All notices must be in writing and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail to the address stated above.

16. Severability. If any provision of this Mortgage is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been in this Mortgage.

17. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to the conflict of laws principles thereof.

SIGNATURES



Borrower Signature

Matthew Tinerella

Borrower Name



Lender Signature

Thomas Tinerella

Lender Name



Lender Signature

Laurie A Tinerella

Lender Name

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ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF Illinois

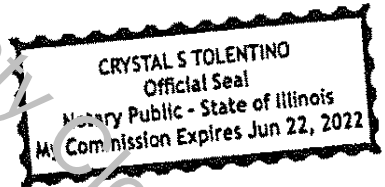
COUNTY OF McHenry

On this day, personally appeared before me, Matthew V Tinerella, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed on this day of October 23, 2019.

Crystal S Tolentino
Notary Public Signature

My commission expires on June 22, 2022



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ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF Illinois

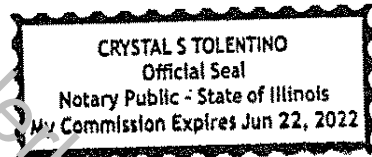
COUNTY OF McHenry

On this day, personally appeared before me, Thomas T Tinerella, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed on this day of October 23, 2019

Crystal S Tolentino
Notary Public Signature

My commission expires on June 22, 2022



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ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF Illinois

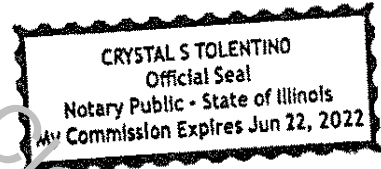
COUNTY OF McHenry

On this day, personally appeared before me, Laurie A Tinerella, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed on this day of October 23, 2019.

Crystal S Tolentino
Notary Public Signature

My commission expires on June 22, 2022.



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LEGAL DESCRIPTION

LOT 40 IN WITWICKI'S SECOND ADDITION TO GLEN EDEN ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 11 AND PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED APRIL 26, 1956 AS DOCUMENT 16562104, IN COOK COUNTY, ILLINOIS.

Address commonly known as:

5530 N Linden Ave
CHICAGO, IL 60656

PIN#: 12-12-126-017-0000

Property of Cook County Clerk's Office