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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1936455207

Doc# 1936455207 Fee \$88.00

HSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/30/2019 03:23 PM PG: 1 OF 8

PRECISION TITLE

PTC 19-07840

The property identified as: PIN: 03-04-109-017-0000

Address:

Street: 119 FOREST PLACE

Street line 2:

City: BUFFALO GROVE

State: IL

ZIP Code: 60089

Lender: MARTIN R. COBB TRUST DATED NOV. 4, 1992, MARTIN R. COBB, TRUSTEE

Borrower: OCTAVIO ACATITLAN, JOSEFA CUAMACATECO

Loan / Mortgage Amount: \$125,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

Certificate number: 827DEB67-11B0-49FF-A4B8-E5DB2F7CA6A1

Execution date: 12/20/2019

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After Recording Return To:

Jeffrey M. Heller, Esq.
Levun, Goodman & Cohen, LLP
500 Skokie Blvd., Suite 650
Northbrook, Illinois 60062

[Space Above This Line For Recording Data] _____

MORTGAGE

THIS MORTGAGE is made this 20th day of December, 2019, by and between Octavio Acatitlan and Josefa Cuamacateco, husband and wife (collectively, "**Borrower**"), and the Martin R. Cobb Trust dated November 4, 1992, Martin R. Cobb, Trustee ("**Lender**").

DEFINITIONS

Words used in multiple sections of this Mortgage are defined herein below and other words are defined in Sections 2, 8 and 12 below.

- (A) "**Mortgage**" means this document, which is dated December 20, 2019.
- (B) "**Borrower**" refers to Octavio Acatitlan and Josefa Cuamacateco, individuals residing in the State of Illinois, whose address is 119 Forest Place, Buffalo Grove, Illinois 60089. Borrower is the mortgagor under this Mortgage.
- (C) "**Lender**" refers to the Martin R. Cobb Trust dated November 4, 1992, Martin R. Cobb, Trustee. The trustee is an individual residing in the State of Illinois, whose address is 1915 Techny Road, Northbrook, Illinois 60062. Lender is the mortgagee under this Mortgage.
- (D) "**Loan**" means the debt evidenced by the Note, plus interest and late charges due under the Note, if any, and all sums due under this Mortgage, if any.
- (E) "**Note**" means the Mortgage Note executed by Borrower, dated December 20, 2019. The Note states that Borrower owes Lender the principal amount of One Hundred Twenty-Five Thousand and 00/100 Dollars (U.S. \$125,000.00), plus interest as designated therein. Borrower has promised to pay interest on this Loan at a rate set forth in the Note, and to pay the debt, including any interest, in full on or before December 1, 2039.
- (F) "**Property**" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "**Applicable Law**" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

PTC19-07340

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TRANSFER OF RIGHTS IN THE PROPERTY

This Mortgage secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Mortgage and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to Lender and Lender's successors and assigns, with power of sale, the real property located at 119 Forest Place, Buffalo Grove, Illinois 60089 ("**Property Address**"), PIN 03-04-109-017-000., and legally described on Exhibit A, attached hereto and incorporated herein.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All the foregoing is referred to in this Mortgage as the "**Property**."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS MORTGAGE combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform Mortgage covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** The principal amount of the debt evidenced by the Note and interest thereon shall be paid by Borrower promptly at the time and in the manner provided herein and in the Note.
2. **Prior Encumbrances; Liens.** Borrower shall perform all Borrower's obligations under any mortgage, deed of trust or other security agreement (collectively "**Prior Encumbrances**") creating a lien against the Property and having priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall promptly deliver to Lender all notices given or received of any defaults or events of default under any Prior Encumbrance. Borrower shall keep the Property free from mechanics liens and all other liens and encumbrances, except statutory liens for real estate taxes and assessments not yet due and payable.
3. **Taxes and Assessments.** Borrower shall pay or cause to be paid when due all real estate taxes and assessments attributable to the Property and other items which can attain priority over this Mortgage as a lien or encumbrance on the Property. Borrower shall pay, in full, but under protest in the manner provided by statute, any tax or assessment Borrower desires to contest.
4. **Insurance.** Borrower, at its sole cost and expense, shall keep insured the Property, including the improvements thereon, with all-risk insurance against loss to the Property, and general public liability insurance against death, bodily injury and property damage arising in connection with the Property. The all-risk and general public liability insurance shall name Lender as a mortgagee-loss payee.
5. **Eminent Domain.** Borrower shall give Lender immediate notice of the actual or threatened commencement of any proceedings under eminent domain affecting all or any part of the Property or any easement therein or appurtenance hereof, including change in grade of streets, and will deliver to the Lender copies of any and all papers served in connection with any such proceedings. Borrower further covenants and

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agrees to make, execute and deliver to Mortgagee, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Lender for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Borrower (including the assignment of any award from the United States Government at any time after the allowance of the claim therefore, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof) for any taking, either permanent or temporary under any such proceeding.

6. Representations. Borrower represents and warrants to Lender that the fair market value of the Property on the date hereof is not less than the sum of the indebtedness evidenced by the Note, pursuant to this Mortgage, and the aggregate amount due under the Prior Encumbrances on the date hereof.

7. Covenants. All the covenants hereof shall run with the land.

8. Use, Preservation and Maintenance of Property. Borrower shall keep the Property in good condition and repair and shall not commit waste or permit impairment or deterioration of the Property. Borrower shall not allow, store, treat or dispose of Hazardous Material (hereinafter defined), nor permit the same to exist or be stored, treated or disposed of, from or upon the Property. Borrower shall comply with all requirements of law or municipal ordinances with respect to the use, operation, and maintenance of the Property, including all environmental, health and safety laws and regulations.

The term **Hazardous Material** as used herein shall mean any hazardous, dangerous or toxic chemical, material, waste, pollutant, contaminant or substance ("**pollutant**") within the meaning of any Environmental Law prohibiting, limiting or otherwise regulating the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant. **Environmental Law** shall mean any present or future federal statute, law, code, rule, regulation, ordinance, order, standard, permit, license, guidance document or requirement (including consent decrees, judicial decisions and administrative orders) together with all related amendments, implementing regulations and reauthorizations enacted or in place during the term of the Note, pertaining to the protection, preservation, conservation or regulation of the environment, including, but not limited to: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 *et seq.* ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.* ("TOSCA"); the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; and the Clean Water Act, 33 U.S.C. Section 1251 *et seq.*

9. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective heirs, executors, legal representatives, successors and assigns of Lender and Borrower.

10. Notice. Except for any notice required under Applicable Law to be given in another manner, any notices required or given under this Mortgage shall be given by personal delivery, by nationally-recognized overnight courier service, or by certified mail-return receipt requested. Notices shall be given to the appropriate parties as set forth below or at such other address as such party may, in writing, designate to the other. Any notice shall be deemed to have been given and effective on the date of delivery if hand-delivered, the next business day after delivery to the nationally recognized overnight courier service if by such courier service, or three (3) business days after mailing by United States registered or certified mail, return receipt requested, or when delivered in person. Any party may change the address to which notices may be sent by notice to the other party or parties as provided herein.

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If to Borrower shall be sent to:

Octavio Acatitlan and Josefa Cuamacateco
119 Forest Place
Buffalo Grove, Illinois 60089

If to Lender shall be sent to:

Martin R. Cobb Trust dated November 4, 1992
Martin R. Cobb, Trustee
1915 Techny Road
Northbrook, Illinois 60062

with a copy to:

Jeffrey M. Heller, Esq.
Levun, Goodman & Cohen, LLP
500 Skokie Boulevard, Suite 650
Northbrook, Illinois 60062

11. Severability. In the event that any provision or clause of this Mortgage or the Note conflicts with Applicable Law, or is adjudicated to be invalid or unenforceable, the same shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage or the Note are declared to be severable and the validity or enforceability of the remainder of the document in question shall be construed without reference to the conflicting, invalid or unenforceable clause or provision.

12. Event of Default. Each of the following shall constitute an event of default (“Event of Default”) under this Mortgage:

- (a) Borrower’s failure to pay any amount due herein or secured hereby when due and payable, which failure continues for a period of ten (10) days from the due date;
- (b) Borrower’s failure to perform or observe any covenant, agreement, representation, warranty or provision contained in the Note, this Mortgage (other than an Event of Default described elsewhere in this Section 12), or any other document or instrument evidencing, guarantying or securing the Indebtedness, and such failure continues for more than thirty (30) days after written notice from Lender;
- (c) Borrower’s filing of a voluntary petition in bankruptcy, or if Borrower is adjudicated bankrupt or insolvent under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors or protection for creditors;
- (d) the occurrence of any breach of any representation or warranty contained in this Mortgage; or
- (e) the abandonment of the Property by Borrower.

13. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower’s breach of any covenant or agreement in this Mortgage. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to

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acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 13, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

14. Interpretation. This Mortgage shall be construed pursuant to the laws of the State of Illinois. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. The headings of sections and paragraphs in this Mortgage are for convenience only and shall not be construed in any way to limit or define the content, scope or intent of the provisions. The use of singular and plural nouns, and masculine, feminine and neuter pronouns, shall be fully interchangeable, where the context so requires. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated to be invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included. Time is of the essence of the payment and performance of this Mortgage.

15. Unauthorized Transfer. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note secured hereby. Any sale, conveyance, assignment, pledge, mortgage, lease, hypothecation, encumbrance or other transfer of title to, or any interest in, or the placing of any lien upon the Property or any portion of any entity owning any interest therein (whether voluntary or by operation of law) without Lender's prior written consent shall be an Event of Default hereunder.

16. Waiver of Right of Redemption and Other Rights. To the full extent permitted by law, Borrower agrees that it will not at any time or in any manner whatsoever take any advantage of any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisal of the Property, or any part thereof, prior to any sale thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction, or claim or exercise any rights under any statute now or hereafter in force to redeem the Property, or any part thereof, or relating to the marshalling thereof, on foreclosure sale or other enforcement hereof. To the full extent permitted by law, Borrower hereby expressly waives any and all rights it may have to require that the Property be sold as separate tracts or units in the event of foreclosure. To the full extent permitted by law, Borrower hereby expressly waives any and all rights to redemption and reinstatement under Illinois law, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Borrower and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Borrower and such other persons, are and shall be deemed to be hereby waived to the full extent permitted by Applicable Law.

17. Sale of Note. The Note or a partial interest in the Note (together with this Mortgage) can be sold one or more times without prior notice to Borrower.

18. Release. Upon payment of all sums secured by this Mortgage, Lender shall prepare and file a discharge of this Mortgage. Lender may charge Borrower a fee for releasing this Mortgage, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

[Signature Page Follows]

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EXHIBIT A

Legal Description

Real Property in the County of Cook, State of Illinois, described as follows:

LOT 181 IN BUFFALO GROVE UNIT NO.3, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1958 AS DOCUMENT 17364385, BOOK 523, PAGE 13 BY THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS.

Address: 119 Forest Place, Buffalo Grove, IL 60089

PIN: 03-04-109-017-0000

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