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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



Doc# 2002255330 Fee \$93.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/22/2020 03:11 PM PG: 1 OF 9

The property identified as: **PIN:** 10-31-409-062-1032

Address:

Street: 6505 N NASHVILLE AVE

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60631

Lender: PNC BANK NATIONAL ASSOCIATION

Borrower: ANNA M SZLACHTA, TADEUSZ A SZLACHTA

Loan / Mortgage Amount: \$150,147.66

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: B45F52C3-99D6-49FE-96B8-83C22374616C

Execution date: 12/7/2019

S Y
P 9
S N
M Y
SC Y
E N
INT A.V.
DJ-13-20

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This document was prepared by
(name and address)

Stacy Steving, Officer

PNC Bank

P.O. Box 5570

Loc. # 7120

Cleveland, OH 44101

After recording return to:

PNC Bank

P.O. Box 5570

Loc. # 7120

Cleveland, OH 44101

Mortgage

(With Future Advance Clause)

OLNACS # 32030246

THIS MORTGAGE is made on **12/07/2019**



The Mortgagor(s) is (are) **ANNA M SZLACHTA; TADEUSZ A SZLACHTA;**
ZOFIA W SZLACHTA

AKW single

*211,
0m4/9US*

If there is more than one, the word "Mortgagor" herein refers to each and all of them.

The Mortgagee is **PNC Bank, National Association.**

The word "Borrower" means **ANNA M SZLACHTA, TADEUSZ A SZLACHTA.**

If there is more than one, the word "Borrower" herein refers to each and all of them.

The maximum principal amount of indebtedness secured by this Mortgage at any one time shall not exceed **One Hundred Fifty Thousand One Hundred Forty-Seven Dollars**

And Sixty-Six Cents

(U.S. **\$150,147.66**)

(referred to herein as the "Principal Amount"), on which interest accrues as set forth in the Note. This limitation of amount does not include interest, fees, service charges, and any advances made under the terms of the Note or this Mortgage to protect Mortgagee's priority and security and to perform any of the promises made by Mortgagor or Borrower to protect Mortgagee's priority and security that the Borrower and Mortgagor have failed to perform. The Note provides that all amounts owing under the Note shall be due on or before **12/05/2037**

This Mortgage secures to Mortgagee: (a) the repayment of the debt evidenced by Borrower's written obligation to Mortgagee (referred to herein as the "Note"), dated **12/07/2019**, which debt is in the Principal Amount shown above; (b) the payment of all other sums, with interest thereon, advanced hereunder for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred to protect the security of this Mortgage; (c) the payment of all of Mortgagee's costs of collection, including costs of suit and, if permitted by law, reasonable attorneys' fees and expenses to the maximum extent permitted by law, if suit is filed or other action is taken to collect the sums owing or to protect the security of this Mortgage; (d) payment of any refinancing, substitution, extension, modification, and/or renewal of any said indebtedness, interest, charges, costs and expenses; (e) the performance of

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Mortgagor's and/or Borrower's covenants and agreements under this Mortgage and the Note; and (f) the repayment of the debt evidenced by any agreement which was replaced by the Note, to the extent that such debt is owed to Mortgagee and has not been paid. For this purpose, in consideration of the aforesaid debt and for the better securing payment of the same, with interest, as aforesaid and costs and counsel fees, Mortgagor does hereby mortgage, grant, warrant, convey and assign to Mortgagee the following described property, including existing and future leases, subleases, rents and royalties on the property, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located and known as:

| | | | | |
|------------------------------|---------------------------|--------------------|--------------|-------------|
| 6505 N NASHVILLE AVE | CHICAGO | IL | 60631 | COOK |
| Recording Date | 05/02/2019 | | | |
| Deed Book Number | 1912234070 | Page Number | N/A | |
| Tax Parcel Number | 10-31-409-062-1072 | | | |
| Uniform Parcel Number | JEFFERSON | | | |
| Lot and Block Number | N/A N/A | | | |

Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of this State. The word "Property" herein shall mean all of the foregoing mortgaged property.

To have and to hold the Property unto the Mortgagee, its successors and assigns, forever. Provided, however, that if the Mortgagor and/or Borrower shall pay to Mortgagee the said debt, interest, and all other sums, and perform all covenants and agreements secured hereby, then and from thenceforth, as well, this present Mortgage and the estate hereby granted and conveyed by it shall cease, determine and become void and of no effect, anything hereinbefore contained to the contrary thereof, in anywise notwithstanding.

Warranty of Title. Mortgagor warrants and represents to Mortgagee that: (a) Mortgagor is the sole owner of the Property, and has the right to mortgage and convey the Property; (b) the Property is unencumbered except for encumbrances now recorded; and (c) Mortgagor will defend the title to the Property against all claims and demands except encumbrances now recorded.

Payments. Any Mortgagor who is also a Borrower agrees and promises that all payments due on the Agreement will be paid when due and as agreed.

Covenants. Mortgagor promises and agrees as follows: (a) Mortgagor will maintain the Property in good order and repair; (b) Mortgagor will comply with all laws respecting the ownership and/or use of the Property; (c) If the Property is part of a condominium or planned unit development, Mortgagor will comply with the Declaration and Code of Regulations and all other by-laws, regulations and restrictions of record; (d) Mortgagor will pay and/or perform all obligations under any mortgage, lien, or security agreement which has priority over this Mortgage; (e) Mortgagor will pay or cause to be paid all taxes and other charges assessed or levied on the Property when due and, upon Mortgagee's request, will deliver to the Mortgagee receipts showing the payment of such charges; (f) While any part of the debts secured by this Mortgage remain unpaid, Mortgagor promises to obtain and keep in force property insurance and, if required by federal law, flood insurance on the Property. The property insurance must cover loss of or damage to the Property and must be in an amount sufficient to protect Mortgagee's interests; flood insurance must be of the type and in the amount required by federal law. Mortgagor agrees to provide Mortgagee evidence of required insurance. All policies must name Mortgagee as a loss payee/secured party and must provide for at least 10 days written notice to Mortgagee of reduction in coverage or cancellation. Mortgagor gives Mortgagee the right and power to sign Mortgagor's name on any check or draft from an insurance company and to apply the money to

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any debt secured by this Mortgage. This is limited to checks and drafts in payment of a claim under an insurance policy for loss or damage to the Property or for returned or rebated premiums on policies insuring the Property. Mortgagor does not have the right to, and agrees that Mortgagor will not, revoke the power of the Mortgagee to make Mortgagor's endorsement. Mortgagee may exercise the power for Mortgagee's benefit and not for Mortgagor's benefit, except as otherwise provided by law; (g) If Mortgagor fails to keep in force the required insurance and/or fails to provide evidence of such insurance to Mortgagee, Mortgagee may notify Mortgagor that Mortgagor should purchase the required insurance at Mortgagor's expense. If Mortgagor fails to purchase the insurance within the time stated in the notice and/or fails to provide evidence of such insurance to Mortgagee, Mortgagee may purchase insurance to protect Mortgagee's interest, to the extent permitted by applicable law, and charge Mortgagor the cost of the premiums and any other amounts Mortgagee incurs in purchasing the insurance. THE INSURANCE MORTGAGEE PURCHASES WILL BE SIGNIFICANTLY MORE EXPENSIVE AND MAY PROVIDE LESS COVERAGE THAN INSURANCE MORTGAGOR COULD PURCHASE OTHERWISE. Mortgagee may receive reasonable compensation for the services which Mortgagee provides in obtaining any required insurance on Mortgagor's behalf. In certain states, the required insurance may be obtained through a licensed insurance agency affiliated with Mortgagee. This agency will receive a fee for providing the required insurance. In addition, an affiliate may be responsible for some or all of the underlying insurance risks and may receive compensation for assuming such risks. If Mortgagor fails to perform any other duty or obligation required by these Covenants, Mortgagee may, at its sole option, advance such sums as it deems necessary to protect the Property and/or its rights in the Property under this Mortgage. Mortgagor agrees to repay Mortgagee any amounts advanced in accordance with this paragraph, with interest thereon, upon demand; (h) Any interest payable to Mortgagee after a judgment is entered or on additional sums advanced shall be at the rate provided for in the Note; (i) Mortgagee may make reasonable entries upon and inspections of the Property after giving Mortgagor prior notice of any such inspection; (j) Mortgagor will not sell, transfer ownership in, or enter into an installment sale contract for the sale of all or any part of the Property; (k) The promises, agreements and rights in this Mortgage shall be binding upon and benefit anyone to whom the Property of this Mortgage is transferred. If more than one Mortgagor signs this Mortgage, each and all of them are bound individually and together. The covenants made in this section and Mortgagee's remedies set forth below shall not merge with any judgment entered in any legal action and shall apply until all amounts owed are paid in full.

Default. Mortgagor will be in default under this Mortgage: (a) if there is a default under the Note; (b) if Mortgagor breaks any promise made in this Mortgage; (c) if any Mortgagor dies; (d) if any other creditor tries to take the Property by legal process; (e) if any Mortgagor files bankruptcy or if anyone files an involuntary bankruptcy against any Mortgagor; (f) if any tax lien or levy is filed or made against any Mortgagor or the Property; (g) if any Mortgagor has made any false statement in this Mortgage; or (h) if the Property is destroyed, or seized or condemned by federal, state or local government.

Mortgagee's Remedies. In some instances, federal and state law will require Mortgagee to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Mortgagee may accelerate the maturity of the debt secured by this Mortgage and foreclose this Mortgage in a manner provided by law if Mortgagor is in default.

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At the option of the Mortgagor, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice required by law, upon the occurrence of a default or any time thereafter. In addition, Mortgagor shall be entitled to all the remedies provided by law, the terms of this Mortgage, the terms of the Agreement and any related documents.

All remedies are distinct, cumulative and not exclusive, and the Mortgagee is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Mortgagee of any sum in payment or partial payment on the debt secured by this Mortgage after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Mortgagee's right to require complete cure of any existing default. By not exercising any remedy on default, Mortgagee does not waive Mortgagee's right to later consider the event a default if it continues or happens again.

Delay in Enforcement. Mortgagee can delay in enforcing any of its rights under this Mortgage or the Note without losing that right. Any waiver by Mortgagee of any provision of this Mortgage or the Note will not be a waiver of the same or any other provision on any other occasion.

Assignment. Mortgagee may sell, transfer or assign this Mortgage without Mortgagor's consent.

Severability. If any provision of this Mortgage is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Mortgage.

Waiver. Mortgagor waives all appraisal and homestead exemptions except to the extent prohibited by law.

Notices. Unless otherwise required by law, any notice by Mortgagee to Mortgagor shall be given by delivering it or mailing it by first class mail to the address of the Property, or to such other address specified by Mortgagor in writing to Mortgagee. Notice to one Mortgagor will be deemed notice to all Mortgagors.

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Signatures. By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated on page 1.

Anna M. Szlachta 12/7/2019
Mortgagor's Signature Date

ANNA M SZLACHTA
Type Mortgagor's Name

Tadeusz A Szlachta 12/7/2019
Mortgagor's Signature Date

TADEUSZ A SZLACHTA
Type Mortgagor's Name

Zofia W. Szlachta 12/7/19
Mortgagor's Signature Date

ZOFIA W SZLACHTA
Type Mortgagor's Name

Mortgagor's Signature Date

Type Mortgagor's Name

Mortgagor's Signature Date

Type Mortgagor's Name

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INDIVIDUAL ACKNOWLEDGMENT

State Of: **Illinois**

County of: **Cook**

On this, The 7 day of December, 2019, before me, Aldo Brito, the undersigned Notary Public, personally appeared Anna M Szlachta and Tadeusz A Szlachta and Zofia W Szlachta, to me known to be the individual(s) described in and who executed the Mortgage, and acknowledged that he/she/they signed the Security Instrument as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal on the date first written above.

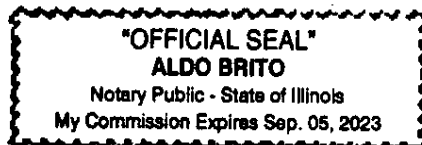
Aldo Brito
Notary signature

Acting in Cook County.

Aldo Brito
Notary's printed name

My Commission expires: sep. 05, 2023

Please have Notary affix stamp and/or seal, as required by your state, below the line.



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Acknowledgment:

State of Illinois, County of COOK }ss

This instrument was acknowledged before me this 7th day of December
2019 by ANNA M SZLACHTA & TADEUSZ A SZLACHTA

(Seal)



[Signature]
Notary Public

Loan Originator Names and Nationwide Mortgage Licensing System and Registry (NMLSR) IDs:

Organization: PNC Bank, N.A.
NMLSR ID: 446303
Individual: JOLANTA PILAT
NMLSR ID: 575970

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EXHIBIT A

Credit Request #: ID2032030246

UNIT NO. 501 IN FOREST TOWERS II CONDOMINIUM AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):
PARCEL 1: ALL THAT PART OF LOT 5 LYING SOUTHWESTERLY OF THE CENTER LINE OF MILWAUKEE AVENUE (EXCEPT THAT PART THEREOF TAKEN FOR STREET) IN BILLY CALDWELL'S RESERVATION IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LOT 1 AND THE NORTHWESTERLY 15 FEET OF LOT 2 IN THE SUBDIVISION OF LOT 1 IN HRUBY AND COMPANY'S SUBDIVISION OF A PART OF THE SOUTHEAST FRACTIONAL QUARTER OF SOUTHEAST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL OF VACATED ALLEY LYING SOUTH AND SOUTHWESTERLY OF SAID LOT 1 AND LYING SOUTHWESTERLY OF SAID NORTHWESTERLY 15 FEET OF LOT 2 EXCEPTING THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING ON THE NORTHWESTERLY LINE OF SAID BILLY CALDWELL'S RESERVATION AT ITS POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE; THENCE SOUTH 34 DEGREES 14 MINUTES 50 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF MILWAUKEE AVENUE, 50.0 FEET TO THE PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN: CONTINUING THENCE SOUTH 34 DEGREES 14 MINUTES 10 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF MILWAUKEE AVENUE, 231.77 FEET; THENCE SOUTH 55 DEGREES 45 MINUTES 50 SECONDS WEST AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE OF MILWAUKEE AVENUE, 186.455 FEET TO ITS POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 1 EXTENDED SOUTH; THENCE NORTH IN THE WEST LINE OF SAID LOT 1, 159.57 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE NORTH 58 DEGREES 28 MINUTES 18 SECONDS WEST IN THE SOUTHWESTERLY LINE OF SAID LOT 6, 112.55 FEET TO ITS POINT OF INTERSECTION WITH A LINE 50 FEET SOUTHEASTERLY OF (AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID MILWAUKEE AVENUE) AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 6, THENCE NORTH 56 DEGREES 52 MINUTES 50 SECONDS EAST IN SAID PARALLEL LINE 142.90 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPTING THE NORTHWESTERLY 50 FEET OF LOT 6 IN SAID BILLY CALDWELL'S RESERVATION) IN COOK COUNTY, ILLINOIS. PARCEL 2: LOTS 6, 7, 8 AND 9 IN THE SUBDIVISION OF LOT 1 IN HRUBY AND COMPANY'S SUBDIVISION AFORESAID EXCEPTING THEREFROM THAT PART LOT LOTS 6 AND 7 LYING SOUTHWESTERLY OF AND ADJOINING A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF LOT 6 WITH THE SOUTH LINE OF LOT 6 TO THE NORTH WEST CORNER OF SAID LOT 7 AND ALSO EXCEPTING THE NORTHEASTERLY 4.0 FEET OF LOTS 6, 7 AND THAT PART OF LOT 8 WHICH LINES SOUTHEASTERLY OF THE SOUTHEASTERLY LINE EXTENDED SOUTHWESTERLY OF THE NORTHWESTERLY 15 FEET OF LOT 2 IN THE SUBDIVISION OF LOT 1 IN HRUBY AND COMPANY'S SUBDIVISION AS AFORESAID, ALL IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "C" TO DECLARATION OF CONDOMINIUM MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 12, 1974, AND KNOWN AS TRUST NUMBER 63997, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 23015403, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS DEFINED AND SET FORTH IN SAID DECLARATION AND PLAT OF SURVEY, ALL IN COOK COUNTY, ILLINOIS. TAX ID: 10-31-409-062-1032.