

220-235707

Doc#. 2010007149 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 04/09/2020 10:46 AM Pg: 1 of 10

**Illinois Anti-Predatory  
Lending Database  
Program**

**Certificate of Exemption**



**Report Mortgage Fraud  
844-768-1713**

The property identified as: **PIN: 14-08-315-058-1008**

**Address:**

**Street: 4814 N. Clark Street**

**Street line 2: Unit 502S**

**City: Chicago**

**State: IL**

**ZIP Code: 60640**

**Lender: Jame Lerner Ansin**

**Borrower: Eduardo Zaidner, A Single Man**

**Loan / Mortgage Amount: \$200,000.00**

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: CCF17608-EB00-4773-8A4C-772BEB34352D**

**Execution date: 3/20/2020**

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## MORTGAGE

THIS INDENTURE <sup>is</sup> made and entered into this 20<sup>th</sup> day of March, 2020, by and between Eduardo Zaidner, <sup>single</sup> ("Mortgagor") 1313 Washington Street, Unit 610, Boston, MA 02118 and James Lerner Ansin (the "Lender"), 1000 Southpointe Drive, Unit 1501, Miami Beach, FL 33139 ("Mortgagee").

### WITNESSETH:

WHEREAS, Mortgagor has concurrently herewith executed a promissory Note (the "Note") bearing even date herewith made payable to the order of Mortgagee in the principal sum of TWO HUNDRED THOUSAND and NO/100 DOLLARS (\$200,000.00) plus interest in and by which Note Mortgagor promises to make payment as set forth in the Note. Interest on the amount of the principal balance from time to time outstanding from the date of the Note and until paid in full shall be at the per annum interest rate as set forth in the Note.

NOW, THEREFORE, to secure the payment of the Note and of any extension, renewal or other modifications thereof in accordance with the terms, provisions and limitations of this Mortgage, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, Mortgagor does by these presents grant, remise, release, alien and convey unto Mortgagee, his successors and assigns, the following described "Real Estate" situated, lying and being in Cook County, Illinois, to-wit:

(See Legal Description attached hereto as Exhibit A)

which, with the property hereinafter described, is referred to herein as the "Premises";

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits hereto (which are pledged primarily and on a parity with said Real Estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled, and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, in-a-door beds,

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awnings, stoves and water heaters. All of the foregoing are declared to be a part of said Real Estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the Premises by Mortgagor or his successors or assigns shall be considered as constituting part of the Real Estate.

TO HAVE AND TO HOLD the Premises unto said Mortgagee, his successors and assigns, forever, for the purposes, and upon the uses herein set forth.

## IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid (and whether under the Note or an extension, renewal or other modifications of the Note) shall be fully paid, and in case of the failure of Mortgagor, his successors or assigns, without Mortgagee's prior written consent, to: (a) promptly repair, restore or rebuild any buildings or improvements now or thereafter on the Premises that may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien; (c) pay when due any indebtedness that may be secured by a lien or charge on the Premises superior or subordinate to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgagee or to the holders of the Note; (d) complete to the reasonable satisfaction of Mortgagee and the holders of the Note by the time of maturity thereof any building or buildings or other improvements now or before such date in the process of erection upon the Premises; (e) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (f) refrain from making material alterations in the Premises except as required by law or municipal ordinances; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due or other taxes or charges arising or imposed upon this Indenture of the Note, and upon written request, to furnish to Mortgagee or to the holders of the Note duplicate receipts therefor; (h) pay in full under protest in the manner provided by statute, any tax or assessment that Mortgagor may desire to contest; (i) maintain such insurance as Mortgagee or the holders of the Note may require.

2. Mortgagee or the holders of the Note making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of Mortgagee or the holders of the Note and without notice to Mortgagor, his successors or assigns, all unpaid indebtedness secured by this

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Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable in the event of a default under the Note or the failure by Mortgagor to do anything required of him under this Mortgage.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee or the holders of any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses that may be paid or incurred by or on behalf of Mortgagee or the holders of the Note, including without limitation, attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' 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 examinations, guarantee policies, and similar data and assurances with respect to title as Mortgagee or the holders of the Note may deem to be necessary either to prosecute such suit or in relation to any suit for foreclosure or to evidence to bidders at any sale that may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Rate of Interest (as set forth in the Note), when paid or incurred by Mortgagee or the holders of the Note in connection with (a) any proceeding, including, without limitation, probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of the Mortgage any indebtedness hereby secured; (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually suit or proceeding that might affect the Premises of the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the Premises 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, without limitation, all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; and fourth, any remaining balance to Mortgagor, their legal representatives or assigns, as her rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver for the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and

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without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits from the Premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of any redemption, whether there be redemptions or not, as well as during any future time when Mortgagor, his successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree for foreclosing this Mortgage, or any tax, special assessment or other lien that may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. This Mortgage and the Note are not assumable and are immediately due and payable in full upon the sale, transfer, conveyance, assignment, mortgage, pledge, encumbrance or vesting of title of or to the Premises, or any portion thereof, in other than Mortgagor or upon the transfer or assignment of any of the general partnership or the unpaid subscribing limited partnership interests in Mortgagor to any party other than the owner thereof as of the date of this Mortgage.

8. Mortgagor agrees that the Note and this Indenture are to be construed under and governed by the laws of the State of Illinois.

9. Each notice, demand, request and other communication in connection with this Indenture shall be in writing and shall be deemed to be given to and served upon the addressee thereof (i) upon actual delivery to the addressee designated below for the parties, respectively, or (ii) 72 hours after the deposit thereof in any main or branch United States Post Office, certified mail first class postage prepaid, addressed as follows:

- (a) Notices to Mortgagee shall be addressed:

James Lerner Ansin  
1000 Southpointe Drive  
Unit 1501  
Miami Beach, FL 33139

- (b) Notices to Mortgagor shall be given addressed as follows:

Eduardo Zaidner

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1313 Washington Street  
Unit 610  
Boston, MA 02118

By notice complying with this section each party may from time to time change the address to be subsequently applicable to it for the purpose of this Paragraph.

10. Mortgagor further agrees (a) time is of the essence and all time frames set forth herein or in the Note shall be strictly construed, applied and enforced, and (b) in the event any one or more of the provisions contained herein shall be for any reason be held to be invalid, illegal or unenforceable in any respect, such illegality or unenforceability shall, at the option of Mortgagee, not affect any other provisions hereof, but this Indenture shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

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MORTGAGOR

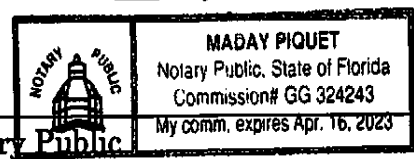
Eduardo Zaidner, MD  
Eduardo Zaidner

STATE OF Florida

COUNTY OF Miami Dade ss.

I, MADAY PIQUET, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Eduardo Zaidner who is personally known to me to be the same person whose name is subscribed to the foregoing instrument he appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12<sup>th</sup> day of March, 2020.



This instrument was prepared by: Wendy Kaleta Gattone, McFadden & Dillon, 120 South LaSalle Street, Suite 1920, Chicago, Illinois 60603

Mail to: Wendy Kaleta Gattone, McFadden & Dillon, 120 South LaSalle Street, Suite 1920, Chicago, Illinois 60603

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## NOTICE TO AGENT

When you accept the authority granted under this power of attorney a special legal relationship, known as agency, is created between you and the principal. Agency imposes upon you duties that continue until you resign or the power of attorney is terminated or revoked.

As agent you must:

(1) do what you know the principal reasonably expects you to do with the principal's property;

(2) act in good faith for the best interest of the principal, using due care, competence, and diligence;

(3) keep a complete and detailed record of all receipts, disbursements, and significant actions conducted for the principal;

(4) attempt to preserve the principal's estate plan, to the extent actually known by the agent, if preserving the plan is consistent with the principal's best interest; and

(5) cooperate with a person who has authority to make health care decisions for the principal to carry out the principal's reasonable expectations to the extent actually in the principal's best interest. As agent you must not do any of the following:

(1) act so as to create a conflict of interest that is inconsistent with the other principles in this Notice to Agent;

(2) do any act beyond the authority granted in this power of attorney;

(3) commingle the principal's funds with your funds;

(4) borrow funds or other property from the principal, unless otherwise authorized;

(5) continue acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney, such as the death of the principal, your legal separation from the principal, or the dissolution of your marriage to the principal.

If you have special skills or expertise, you must use those special skills and expertise when acting for the principal. You must disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name "as Agent" in the following manner:



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## **“Eduardo Zaidner by Wendy Kaleta Gattone as Agent”**

The meaning of the powers granted to you is contained in Section 3-4 of the Illinois Power of Attorney Act, which is incorporated by reference into the body of the power of attorney for property document.

If you violate your duties as agent or act outside the authority granted to you, you may be liable for any damages, including attorney's fees and costs, caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice from an attorney.”

Property of Cook County Clerk's Office

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## Legal Description

### PARCEL 1:

UNIT 502-S AND PARKING SPACE P-41 IN THE KINETIC LOFTS AT RAINBO VILLAGE CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE WEST 107 FEET OF LOT 1 AND ALL OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 OF KEENEYS ADDITION TO RAVENSWOOD, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7 AND ALSO A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, BOTH IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM RECORDED 09/11/2007 AS DOCUMENT NUMBER 0725415119, AMENDMENT TO CORRECT THE DECLARATION OF CONDOMINIUM RECORDED 12/04/2007 AS DOCUMENT NUMBER 0733809027 AND AS MAY BE FURTHER AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

NON-EXCLUSIVE PERPETUAL EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED 09/11/2007 AS DOCUMENT NUMBER 0725416065 FOR INGRESS AND EGRESS IN, OVER, ON ACROSS AND THROUGH THE NON-CONDOMINIUM PROPERTY FOR ACROSS PURPOSES TO STRUCTURAL SUPPORTS AND ANY FACILITIES OR UTILITIES LOCATED IN OR CONSTITUTING A PART OF THE COMMERCIAL PROPERTY OR THE NON-CONDOMINIUM PROPERTY, ALL IN COOK COUNTY, ILLINOIS.

### Property Address:

4814 N Clark St, Unit 502S  
Chicago, IL 60640

Pin: 14-08-315-058-1008 and 14-08-315-058-1085