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Doc#: 2028362199 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds

Date: 10/09/2020 12:36 PM Pg: 1 of 7

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 16-06-405-004-0000

Address:

Street: 838 Fair Oaks Ave.

Street line 2:

City: Oak Park

State: IL

ZIP Code: 60302

Lender: Constantine L. Trela and Jean D. Trela

Borrower: Kathryn Trela and Daniel Urbina-McCarthy

Loan / Mortgage Amount: \$425,000.00

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.

206NW 949 020 OK

Chicago Title

Certificate number: 1DC348F1-53F9-4B14-A0D8-1DD4E32F5C17

Execution date: 7/31/2020

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This mortgage prepared by
and after recording return to:

Barry Bartlett
Bartlett Associates, LLC
936 N. Howe Street
Chicago, IL 60610
Phone: 312-846-6500

FIRST MORTGAGE

This First Mortgage ("Mortgage") is given as of July 31, 2020 between Kathryn Trela and Daniel Urbina-McCarthy (collectively, "Mortgagor") and Constantine L. Trela and Jean D. Trela (collectively, "Lender").

WITNESSETH:

WHEREAS, Kathryn Trela and Daniel Urbina-McCarthy are justly indebted to Lender upon a Promissory Note dated the same date as this Mortgage, in a principal sum of FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$425,000), both payable to the order of and delivered to Lender (as the same may from time to time be amended, supplemented or extended, the "Note") by which Note Kathryn Trela and Daniel Urbina-McCarthy promise to pay to Lender the principal sum as provided in the Note, with a final payment of the balance due on the maturity date set forth in the Note, and all of the principal payments made payable at such place as Lender shall designate from time to time.

NOW, THEREFORE, to secure (a) the payment of the principal, interest and other sums in accordance with the terms, provisions, and limitations of the Note, and (b) to secure the payments and performance of the covenants and agreements contained in this Mortgage and the Note to be performed by Mortgagor, and also in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is acknowledged, Mortgagor does by these presents MORTGAGE, ASSIGN, TRANSFER, SET OVER, CONVEY AND WARRANT unto Lender, and the Lender's successors and assigns, the real estate described on the attached Exhibit A together with all of Mortgagor's estate, right, title and interest in that real estate, located in Oak Park, Illinois and commonly known as 838 Fair Oaks Avenue, Oak Park, Illinois 60302 (the "Real Estate");

TOGETHER WITH: (a) all buildings, structures, improvements, tenements, easements, fixtures, equipment, and appurtenances belonging to the Real Estate; (b) all rents, issues, and profits of the Real Estate (which are pledged primarily and on a parity with the Real

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Estate and not secondarily); and (c) all apparatus, equipment, fixtures, articles or other personal property of Mortgagor used in connection with the ownership, operation or construction of or upon the Real Estate. All of the items listed are declared to be a part of the Real Estate whether physically attached to the Real Estate or not, and it is agreed that all similar apparatus, equipment, fixtures or other personal property from now on placed in or on the Real Estate by Mortgagor or his successors or assigns after the date of this Mortgage, will be considered as constituting part of the Real Estate. The property described in this paragraph together with the Real Estate is hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the Premises unto the Lenders for the purposes and uses set forth in this Mortgage, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits the Mortgagor does expressly release and waive.

MORTGAGOR FURTHER REPRESENTS, WARRANTS, COVENANTS, AND AGREES AS FOLLOWS:

1. Repair, Restoration, Compliance With Law. Mortgagor shall (a) promptly repair, restore, and rebuild any buildings or improvements (or portions thereof) now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly permitted in this Mortgage; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of the prior lien to the Lenders; (d) comply with all laws, codes, statutes, rules, ordinances, regulations or other requirements of governmental authorities (collectively, "Laws") with respect to Mortgagor or the Premises and the use of the Premises; and (e) make no material alterations in the Premises except as required by Law or approved by Lender (improvements to the Premises that are not likely to detrimentally affect the value of the Premises and that do not change the Premises as residential property are not deemed "material changes").

2. Taxes. Mortgagor shall promptly pay when due all real estate taxes, special taxes, special assessments, water charges, sewer service charges, and other charges, fines and impositions levied against the Premises, and shall, upon written request, furnish to Lender duplicate receipts for those payments.

3. Release. Lender shall release this Mortgage and the lien of this Mortgage by proper instrument upon payment and discharge of all Obligations (as hereinafter defined) secured by this Mortgage.

4. Insurance. Mortgagor shall maintain, at all times, insurance policies in an amount and with terms and provisions satisfactory to Lender.

5. Casualty. In the event of a substantial (as determined in Lender's sole discretion) loss or casualty to any portion of the Premises, at the option of Lender, all Obligations shall, upon notice, become due and payable, whether or not an Event of Default (as hereinafter

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defined) has occurred. In the event Lender does not exercise its right to accelerate the payment of the loans pursuant to this Section or the loss or casualty is not substantial, the Lender is authorized to collect all insurance proceeds and apply them, at the Lender's option, to the reduction of the Obligations hereby secured (to the extent of the amount outstanding under the Notes), whether due or not then due, or, to repair the damage or restore the Premises.

6. Condemnation. If all or any part of the Premises will be taken through condemnation, and the taking would, in the judgment of Lender, render all or any part of the Premises not reasonably accessible or not in compliance with applicable Laws, all Obligations shall, upon notice, become due and payable at once at the option of Lender, whether or not an Event of Default has occurred. In the event Lender does not exercise its right to accelerate payment of the outstanding balances pursuant to this Section, Lender shall be entitled to all awards of, or on account of, any damage or taking through condemnation of the Premises, or any part of the Premises (to the extent of the amount outstanding under the Note).

7. No Transfer; Due on Sale. The Mortgagor shall not, without Lender's prior written consent, whether directly, indirectly, by operation of law or otherwise, transfer, sell, convey, pledge, encumber, or mortgage all or any portion of the Premises (or any beneficial interest in the land trust, if title to the Premises is held by a land trust) or any legal or equitable interest in the Premises owned by the Mortgagor directly or indirectly, regardless of form. Any violation of the foregoing provisions of this Section shall immediately be deemed an Event of Default.

8. Indemnification. The Mortgagor shall defend, indemnify, save, and hold harmless Lender from and against, and promptly pay to, or reimburse Lender for, all loss, cost, expense, and liability Lender may suffer or incur, including but not limited to, all attorneys' fees and court costs, incurred by or asserted against Lender resulting from, arising out of, relating to, or caused by any breach or inaccuracy of any representation, warranty, agreement, or covenant of the Mortgagor set forth in the Note or this Mortgage.

9. Representations and Warranties. The Mortgagor represents and warrants the following as of the date of this Mortgage and agree that the following shall be true and correct at all times during the term of this Mortgage:

(a) Mortgagor certifies that it is seized of an indefeasible estate in fee simple to the Premises, subject to no monetary liens other than those specified (if any) by Mortgagor in a writing attached to this Mortgage prior to signing, this Mortgage and taxes not yet due and payable and has good right and full power to mortgage and pledge the same as provided in this Mortgage;

(b) The Mortgagor shall maintain and preserve the lien of this Mortgage until the principal and interest on the Note have been paid in full and all other obligations of the Mortgagor set forth in the Note and in this Mortgage have been satisfied (collectively, the "Obligations");

(c) The Premises comply in all respects with all applicable laws.

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10. Remedies Upon Default.

(a) Failure to comply with any and all provisions herein contained shall be deemed an "Event of Default". Upon the occurrence of an Event of Default, at the option of Lender and without notice to the Mortgagor (except as may be specifically required by the Note or by applicable law), all Obligations secured by this Mortgage shall become due and payable immediately and Lender may exercise any and all rights and remedies, at law or in equity.

(b) Upon, or any time after, the filing of a complaint to foreclose this Mortgage, the court in which the complaint is filed may appoint a receiver of the Premises. Such receiver shall have power to collect the rents, issues, and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues, and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the Premises during the whole of the period.

(c) Upon the occurrence of an Event of Default, Lender, at its option, may cure such default and all amounts paid by Lender for such purpose, shall become additional indebtedness secured by this Mortgage and immediately due and payable, when paid or incurred by Lender.

(d) Upon the occurrence of an Event of Default, any loss, cost and expense (including reasonable attorneys' fees) incurred by Lender in connection with enforcing this Mortgage and/or exercising Lender's rights and remedies hereunder shall become additional indebtedness secured by this Mortgage and immediately due and payable, when paid or incurred by Lender.

11. No Waiver. No delay or omission of Lender to exercise any right, power, or remedy accruing upon and during the continuance of any Event of Default shall exhaust or impair any right, power, or remedy, or be construed to waive any Event of Default or to constitute acquiescence therein. No waiver of any Event of Default under this Mortgage shall extend to or affect any subsequent Event of Default or any other Event of Default then existing, or impair any rights, powers, or remedies consequent.

12. Remedies Not Exclusive. No right, power, or remedy conferred upon or reserved to Lender by the Note or this Mortgage is exclusive of any other right, power, or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to every other right, power, and remedy given under this Mortgage, the Note or at law or in equity.

13. Severability. In the event that any of the covenants, agreements, terms, or provisions contained in the Note or this Mortgage will be invalid, illegal, or unenforceable in any

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respect, the validity of the remaining covenants, agreements, terms, or provisions contained in the Note or this Mortgage will be in no way affected, prejudiced, or disturbed.


14. Governing Law. This Mortgage shall be construed, interpreted, enforced, and governed by and in accordance with the internal laws (as opposed to the conflicts of laws provisions) of the State of Illinois.

15. Time is of the Essence. It is specifically agreed that time is of the essence of each and every provision of the Note and this Mortgage.


16. Maximum Principal Indebtedness. This Mortgage secures a maximum principal indebtedness of \$425,000.

17. Successors and Assigns. This Mortgage shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns, respectively, of Mortgagor and Lender, except as otherwise set forth herein.

Witness the hand and seal of Mortgagor the day and year first above written.



Kathryn Trela

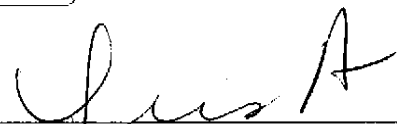


Daniel Urbina-McCarthy

STATE OF ILLINOIS)
) SS
COUNTY COOK)

The undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kathryn Trela and Daniel Urbina-McCarthy, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 31 day of July, 2020.



Notary Public



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EXHIBIT A

Legal Description

THE NORTH HALF OF LOT 2 IN BLOCK 2 IN OAK PARK HIGHLANDS A SUBDIVISION OF LOT 2 IN THE CIRCUIT COURT PARTITION, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 6 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 838 Fair Oaks Avenue, Oak Park, Illinois 60302

PIN: 16-06-405-004-000

Property of Cook County Clerk's Office