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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud 844-768-1713



Doc# 2031606051 Fee \$93.00
RHSP FEE:59.00 RPRF FEE: \$1.00
EDWARD H. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 11/11/2020 12:31 PM PG: 1 OF 10

The property identified as: PIN: 17-03-108-016-1020

Address:

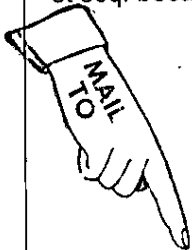
Street: 1300 N. Lake Shore Drive Unit 7/D
Street line 2:
City: Chicago State: IL ZIP Code: 60610

Lender: CAROL KADISON and DOUGLAS KADISON

Borrower: LEONARD F. GINGERELLA AND JUDY CAPRARO GINGERELLA, AS CO-TRUSTEES OF THE LEONARD F. GINGERELLA REVOCABLE TRUST UNDER TRUST AGREEMENT DATED JANUARY 25, 2007 and JUDY CAPRARO GINGERELLA AND LEONARD F. GINGERELLA, AS CO-TRUSTEES OF THE JUDY CAPRARO GINGERELLA REVOCABLE TRUST UNDER TRUST AGREEMENT DATED JANUARY 25, 2007

Loan / Mortgage Amount: \$500,000.00

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.



Near North National Title
222 N. LaSalle
Chicago, IL 60601

AP 2009874 ASV 2082

Certificate number: E1F24181-5BD1-4BFE-A224-32C279D26B47

Execution date: 9/1/2020

Vertical stamp: S Y, P 10, S L, M, SC, E, INT

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THIS INSTRUMENT WAS
PREPARED BY AND AFTER
RECORDING SHOULD BE
RETURNED TO:

**JONATHAN M. AVEN
LAW OFFICES OF
JONATHAN M. AVEN, LTD.
180 N. MICHIGAN AVE. #2105
CHICAGO, IL 60601
312-251-8771**

Property Address:
1300 N. LAKE SHORE DR. #7D
CHICAGO, IL 60610

Property Index Number:
17-03-108-016-1020

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage"), is made as of September 1, 2020, between LEONARD F. GINGERELLA AND JUDY CAPRARO GINGERELLA, AS CO-TRUSTEES OF THE LEONARD F. GINGERELLA REVOCABLE TRUST UNDER TRUST AGREEMENT DATED JANUARY 25, 2007 and JUDY CAPRARO GINGERELLA AND LEONARD F. GINGERELLA, AS CO-TRUSTEES OF THE JUDY CAPRARO GINGERELLA REVOCABLE TRUST UNDER TRUST AGREEMENT DATED JANUARY 25, 2007, (together referred to as "Mortgagors"), and CAROL KADISON AND DOUGLAS KADISON (herein referred to as "Mortgagee").

S
P
S
M
SC
E
INT

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WITNESSETH:

WHEREAS, Mortgagors are justly indebted to Mortgagee upon that certain Promissory Note of even date herewith made by Mortgagors and payable to Mortgagee in the original principal sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (said Promissory Note, and any and all extensions and renewals thereof, amendments thereto and substitutions or replacements therefore, is hereinafter referred to as the "Note"), in and by which Note Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in the Note, with a final payment of the balance due on SEPTEMBER 1, 2021 and all of said principal and interest are made payable at such place as the holder of the Note may appoint.

NOW, THEREFORE, Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained, by Mortgagors to be performed, and also in consideration of the sum of Ten and 00/100 Dollars (\$10.00), in hand paid, the receipt and sufficiency of which are hereby acknowledged, do by these presents CONVEY AND WARRANT unto Mortgagee, and Mortgagee's heirs, successors and assigns, the Real Estate and all of their

Record of Cook County Clerk's Office

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estate, right, title and interest therein, situate, lying and being in the City OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, as more particularly described on Exhibit A attached hereto and made a part hereof, 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 thereof for so long and during all such times as Mortgagors may be entitled (which are pledged primarily and on a party 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, beds, 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 Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the Premises unto Mortgagee, and Mortgagee's heirs, successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waive.

Mortgagors hereby covenant and agree with Mortgagee as follows:

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements 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 lien or claims for lien not expressly subordinated to the lien thereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in 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) make no material alterations in the Premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured

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by mortgages or Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then and in any such event, Mortgagors, upon demand by Mortgagee, shall pay such taxes or assessments or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the law of the United States of America or of any state having jurisdiction in the Premises, any tax is due or becomes due in respect of the issuance of the Note, Mortgagors covenant and agree to pay such tax in the manner required by any such law. Mortgagors further covenant to hold harmless and agree to indemnify Mortgagee, and Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note.

5. At such time as Mortgagors are not in default either under the terms of the Note or under the terms of this Mortgage, Mortgagors shall have such privilege of making prepayments on the principal of the Note (in addition to the required payments) as may be provided in the Note.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on the Premises against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgagee clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture, affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and for the protection of lien created hereby shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any default hereunder on the part of Mortgagors.

8. Mortgagee 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

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without injury 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.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note, or (b) when default shall occur and continue for three (3) days in the performance of any agreement of Mortgagors herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In 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 which may be paid or incurred by or on behalf of Mortgagee for 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, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which 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 highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation for the defense of any actual or threatened suit or proceeding which might affect the Premises or the security hereof.

11. 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 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; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

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12. Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not, and Mortgagee may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such 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 Mortgagors, except for the intervention of such receiver, would be entitled to collect such 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 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: (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

13. 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.

14. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

15. Upon Mortgagee's request, Mortgagors shall periodically deposit with Mortgagee such sums as Mortgagee may reasonably require for payment of taxes and assessments on the Premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variations or release.

17. Mortgagee shall release this Mortgage and lien hereof by proper instrument upon indefeasible payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The

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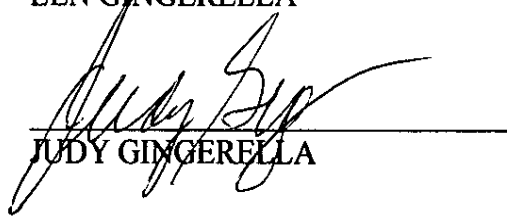
word "Mortgagee" when used herein shall include all successors and assigns of Mortgagee named herein and the holder or holders, from time to time, of the Note.

IN WITNESS WHEREOF, the undersigned have executed this Mortgage as of the date first above written.

MORTGAGORS:



LEN GINGERELLA

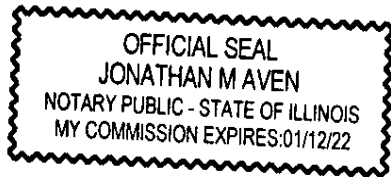


JUDY GINGERELLA

STATE OF ILLINOIS)
) §§
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LEN GINGERELLA and JUDY GINGERELLA, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal on September 7 2020.





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EXHIBIT A

Legal Description

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

Commonly known as
Property Index Number:

1300 N. LAKE SHORE DR. #7D, CHICAGO, IL 60610
17-03-108-016-1020

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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Legal Description - PIN: 17-03-108-016-1020

UNIT NUMBER 7 "D" AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

THAT PART OF LOT 4 TO 7 INCLUSIVE IN BLOCK 1 (EXCEPT THAT PART INCLUDED IN LAKE SHORE DRIVE AS NOW LOCATED), AND THAT PART OF LOTS 1 TO 4 INCLUSIVE IN BLOCK 2 AND THAT PART OF VACATED STONE STREET, LYING BETWEEN BLOCKS 1 AND 2 AFORESAID, ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID LOT 4 IN BLOCK 2 AT A POINT 102 FEET EAST OF THE WESTERLY LINE OF SAID BLOCK 2; THENCE EAST ON THE NORTH LINE OF SAID LOT 4 AND THE NORTH LINE OF SAID LOT 4 EXTENDED EAST APPROXIMATELY 132.25 FEET TO THE WESTERLY LINE OF LAKE SHORE DRIVE; THENCE SOUTHERLY ON THE WESTERLY LINE OF LAKE SHORE DRIVE, 163.44 FEET TO THE NORTH LINE OF EAST GOETHE STREET AND THE SOUTH LINE OF BLOCK 1 AFORESAID; THENCE WEST ON THE NORTH LINE OF EAST GOETHE STREET APPROXIMATELY 149.58 FEET TO A POINT 102 EAST OF THE SOUTHWEST CORNER OF LOT 14 IN SAID BLOCK 2; THENCE NORTH ON A LINE PARALLEL TO AND 102 FEET EAST OF THE WESTERLY LINE OF LOTS 14 TO 11 INCLUSIVE OF SAID BLOCK 2 APPROXIMATELY 161.24 FEET TO THE POINT OF BEGINNING, ALL IN H. O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NO. 45030, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22501302; TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS SET FORTH IN SAID DECLARATION, IN COOK COUNTY, ILLINOIS.