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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

Doc#: 2127821105 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 10/05/2021 09:42 AM Pg: 1 of 9

The property identified as: **PIN:** 05-29-102-076-0000

Address:

Street: 79 WOODLEY RD

Street line 2:

City: WINNETKA

State: IL

ZIP Code: 60093

Lender: CITIZENS BANK, N.A.

Borrower: ADDAM M. PIAZZA, HUSBAND AND MEGAN PIAZZA, WIFE

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 77/70 et seq. because the application was taken by an exempt entity or person.

Certificate number: F671C3A4-6179-40D0-8AFB-0DFD972603C6

Execution date: 9/13/2021

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This document was prepared by:

BRENDA CICCARELLI
CITIZENS BANK
480 JEFFERSON BOULEVARD
WARWICK, RI 02886

After Recording Return To:

ATTENTION: CONSUMER LOAN
OPERATIONS
CITIZENS BANK
ONE CITIZENS BANK WAY, JCB216
JOHNSTON, RI 02919

[Space Above This Line For Recording Data]

MORTGAGE

(Line of Credit)

PIAZZA

Loan #: 1001110111

PIN: 05-29-102-076-0000

THIS MORTGAGE SECURES FUTURE OBLIGATIONS AND ADVANCES PURSUANT TO 205 ILCS 5/5D.

THIS MORTGAGE, dated **SEPTEMBER 13, 2021**, is between **ADDAM M. PIAZZA, HUSBAND AND MEGAN PIAZZA, WIFE**; residing at **79 WOODLEY RD, WINNETKA, IL 60093**, the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we" or "us" and **CITIZENS BANK, N.A.**, with an address at **ONE CITIZENS PLAZA, PROVIDENCE, RI 02903** and hereinafter referred to as "you" or the "Mortgagee."


MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to you the Premises located at: **79 WOODLEY RD (Street), WINNETKA (Municipality) COOK (County) ILLINOIS (State) 60093 (Zip)** (the "Premises") and further described as:

SEE ATTACHED EXHIBIT A

Parcel ID#: 05-29-102-076-0000

The Premises includes all buildings, fixtures and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances hereunto belonging or anywise made appurtenant hereafter, and the reversions and remainders with respect thereto.

LOAN: The Mortgage will secure your loan in the principal amount of **\$200,000.00** or so much thereof as may be advanced and readvanced from time to time to **ADDAM M. PIAZZA and MEGAN PIAZZA**, the Borrower(s) under the Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated **SEPTEMBER 13, 2021**, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Agreement, which has a maturity date of **SEPTEMBER 17, 2046**. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Agreement, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Agreement, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Agreement

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may be made, repaid and remade from time to time in accordance with the terms of the Agreement and subject to the Credit Limit set forth in the Agreement.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

MORTGAGOR'S IMPORTANT OBLIGATIONS:

(a) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Agreement because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Agreement.

(d) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any mortgages that have priority to this Mortgage.

(e) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(f) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Agreement, on which you will charge interest at the interest rate set forth in the Agreement. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Agreement. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Agreement plus the amount of any mortgages that have priority to this Mortgage.

(g) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of



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any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The first two sentences of this paragraph shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(h) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(i) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Agreement and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Agreement and this Mortgage without losing your rights in the Premises.

REMOVAL OF IMPROVEMENTS: We shall not demolish or remove any improvements from the Premises without your prior written consent. As a condition to the removal of any improvements, you may require us to make arrangements satisfactory to you to replace such improvements with improvements of at least equal value.

COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS: We shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Premises. We may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as we have notified you in writing prior to doing so and so long as, in your sole opinion, your interests in the Premises are not jeopardized. You may require us to post adequate security or a surety bond, reasonably satisfactory to you, to protect your interest.

DUTY TO PROTECT: We agree to neither abandon nor leave unattended the Premises. We shall do all other acts set forth above in this section, which from the character and use of the Premises are reasonably necessary to protect and preserve the Premises.

COMPLIANCE WITH LAWS: We warrant that the Premises and our use of the Premises complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

SURVIVAL OF PROMISES: All promises, agreements and statements we have made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as the Agreement is paid in full.

DEFAULT: Except as may be prohibited by applicable law, and subject to any notice required by applicable law, if we default on any term in the Agreement and/or of any term of this Mortgage, you may, in accordance with applicable law, pursue and enforce any rights you have under applicable law, including, without limitation, the right to: (i) accelerate all amounts due under the Agreement; (ii) foreclose upon this Mortgage and sell the Premises, either in whole or in part or in separate parcels at different times, if necessary, until the indebtedness due under the Agreement is satisfied or the Premises is exhausted, whichever occurs first; (iii) enter on and take possession of the Premises; (iv) collect the rental payments, including over-due rental payments, directly from tenants, and you are appointed as our agent and attorney-in-fact to collect any such rents by any appropriate proceeding; (v) manage the Premises, including signing, canceling and changing leases; and (vi) seek appointment



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of a receiver for the Premises and we hereby appoint you as our attorney-in-fact with authority to consent for us to the appointment of a receiver. This means that, among other rights you may pursue and enforce, you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe under the Agreement and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. We agree that the interest rate set forth in the Agreement will continue before and after a default, entry of a judgment and foreclosure. Subject to applicable law, if you acquire the Premises at a forced sale following our default, our right to any insurance proceeds resulting from damage to the Premises prior to the acquisition shall pass to you to the extent of the sums secured by this Mortgage immediately prior to acquisition. In addition, subject to applicable law, you shall be entitled to collect all reasonable fees and costs actually incurred by you or your agents arising out of or related to this Mortgage or the Agreement, including, but not limited to, reasonable attorneys' fees and costs of foreclosure, property preservation, documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale. We also hereby release and waive all rights under and by virtue of the homestead exemption laws of this state.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Agreement has been paid in full and your obligation to make further advances under the Agreement has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Agreement and this Mortgage, and provided any obligation to make further advances under the Agreement has terminated, this Mortgage and your right in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at **CITIZENS BANK, N.A., RJE310, 1 CITIZENS DRIVE, RIVERSIDE, RI 02915** or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Agreement has terminated, you shall discharge this Mortgage without charge to us, except that we shall pay any fees for recording of a satisfaction of this Mortgage.

GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

SECURITY AGREEMENT AND FIXTURE FILING: This Mortgage constitutes a security agreement with respect to all fixtures and other personal property in which you are granted a security interest hereunder, and you shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state where the property is situated (the "Uniform Commercial Code"). The recording of this Mortgage in real estate records of the county where the property is located shall also operate from the time of recording as a fixture filing in accordance with Sections 9-313 and 9-402 of the Uniform

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Commercial Code.

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

AS 09/13/2021
- MORTGAGOR - ADDAM M. PIAZZA - DATE -

Megan Piazza 09/13/2021
- MORTGAGOR - MEGAN PIAZZA - DATE -

Sealed and delivered in the presence of:

WITNESS:

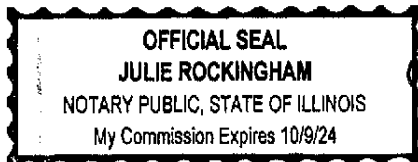
Witness

Witness

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 13 Sept 2021 by ADDAM M. PIAZZA, HUSBAND AND MEGAN PIAZZA, WIFE,



[Signature]
Notary Public

My Commission Expires: _____



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EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF WINNETKA, COOK COUNTY, ILLINOIS, TO WIT:

PARCEL 1: THE SOUTH 68.0 FEET OF THE WEST 200.0 FEET OF LOT 5, TOGETHER WITH THE WEST 200.0 FEET OF LOT 7 IN NERGARDS SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1917 IN BOOK 152 OF PLATS ON PAGE 2. AS DOCUMENT NUMBER 6150238 IN COOK COUNTY, ILLINOIS.

PARCEL 2: ALL THAT PART OF THE WEST 200.0 FEET OF LOT 14 AND ALL THAT PART OF THE WEST 200.0 FEET OF LOT 15 IN BERNARD KLOEPPERS RESUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED JANUARY 4, 1888 AS DOCUMENT NUMBER 910649, LYING EAST OF THE WEST LINE OF SAID LOT 5 IN SAID NERGARD SUBDIVISION ON EXTENDED SOUTH AND LYING NORTH OF A LINE 167.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 14 IN SAID BERNARD KLOEPPERS RESUBDIVISION, IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DEED FROM THE NORTHERN TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE TO EDWARD ANDERSON, DATED APRIL 5, 1930 AND RECORDED APRIL 29, 1930 AS DOCUMENT NUMBER 10648169, AND BY THE DEED FROM RICHARD BRESEE HART AND HELEN BUEHLER HART, HIS WIFE TO CLARENCE A. HEMPHILL DATED JUNE 27, 1963 AND RECORDED JUNE 28, 1963 AS DOCUMENT NUMBER 18839385, AND BY DECLARATION AND GRANT OF EASEMENTS MADE BY THE 1ST NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 30, 1963 AND KNOWN AS TRUST NUMBER 59261, RICHARD BRESEE HART AND HELEN BUEHLER HART, HIS WIFE DATED MARCH 13, 1964 AND RECORDED APRIL 2, 1964 AS DOCUMENT NUMBER 19089376, AS AMENDED AND SUPPLEMENTED BY INSTRUMENT MADE BY THE 1ST NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 30, 1963 KNOWN AS TRUST NUMBER 59261, RICHARD BRESEE HART AND HELEN BUEHLER HART, HIS WIFE, AND JOHN IRVING SHAW, DATED MAY 25, 1964 AND RECORDED JUNE 5, 1964 AS DOCUMENT NUMBER 19148042 FOR INGRESS AND EGRESS SAID EASEMENT BEING OR VARYING

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WIDTHS AS SHOWN ON SAID PLAT RECORDED AS DOCUMENT NUMBER 19089375, AS AMENDED AND SUPPLEMENTED AS DOCUMENT NUMBER 19148042, OVER AND ACROSS LOTS 3, 5, 6, AND 7 IN NERGARDS SUBDIVISION AND LOT 11 IN BERNARD KLEOPFERS RESUBDIVISION IN THE WEST 1/2 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, THE CENTER LINE OF WHICH IS DEFINED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOCUST ROAD BEING 30 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, 16.5 FEET SOUTH OF THE NORTH LINE OF LOT 7 IN NERGARDS SUBDIVISION AND RUNNING THENCE WEST PARALLEL WITH SAID NORTH LINE 406.04 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVED LINE HAVING A RADIUS OF 100 FEET CONVEX SOUTHWESTERLY 127.84 FEET AS MEASURED NORTH 50 DEGREES 15 MINUTES WEST ALONG THE CHORD OF SAID CURVE TO A POINT OF TANGENCY; THENCE NORTH 10 DEGREES 32 MINUTES WEST ALONG A STRAIGHT LINE, 96.81 FEET TO A POINT OF CURVE; THENCE NORTHERLY AND WESTERLY ALONG A CURVED LINE HAVING A RADIUS OF 190 FEET CONVEX NORTHEASTERLY 268.08 FEET AS MEASURED NORTH 55 DEGREES 22 MINUTES WEST ALONG THE CHORD OF SAID CURVE TO A POINT OF TANGENCY; THENCE SOUTH 79 DEGREES 28 MINUTES WEST ALONG A STRAIGHT LINE 474.31 FEET TO A POINT OF CURVE; THENCE WESTERLY AND NORTHERLY ALONG A CURVED LINE HAVING A RADIUS OF 127 FEET CONVEX SOUTHWESTERLY 233.0 FEET AS MEASURED NORTH 33 DEGREES 59 1/2 MINUTES WEST ALONG THE CHORD OF SAID CURVE TO A POINT OF REVERSE CURVE; THENCE NORTHERLY ALONG A CURVED LINE HAVING A RADIUS OF 183.71 FEET CONVEX EASTERLY 103.74 FEET AS MEASURED NORTH 16 DEGREES 09 MINUTES EAST ALONG THE CHORD OF SAID CURVE TO A POINT OF TANGENCY IN THE SOUTH LINE OF THE NORTH 35 FEET OF THAT PART OF LOT 11 IN BERNARD KLOEPPERS RESUBDIVISION LYING SOUTH OF THE NORTH LINE OF LOT 6 IN NERGARDS SUBDIVISION EXTENDED WEST, SAID POINT OF TANGENCY BEING 16.515 FEET WEST OF THE EAST LINE OF LOT 3 IN NERGARDS SUBDIVISION EXTENDED SOUTH, AND THENCE NORTH ALONG A LINE 16.515 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 3 IN NERGARDS SUBDIVISION AND SAID LINE EXTENDED SOUTH, 318.14 FEET MORE OR LESS TO THE CENTER LINE OF AN INTERSECTING ROADWAY RUNNING NORTH EAST AND SOUTH WEST, AND ALSO THAT PART OF A PRIVATE ROADWAY THE CENTER LINE OF WHICH IS

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DESCRIBED AS BEGINNING ON THE WEST LINE OF SAID LOT 5 IN NERGARDS SUBDIVISION AFORESAID, 68.0 FEET NORTH OF THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 68.0 FEET OF SAID LOT 5, 200.0 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE RADIAL LINE EXTENDED TO THE 127.0 FOOT RADIUS OF SUCH PRIVATE ROADWAY, HEREIN BEFORE DESCRIBED, 83.03 FEET TO THE CENTER LINE OF SAID PRIVATE ROADWAY (EXCEPT THAT PART THEREOF FALLING IN PARCELS 1 AND 2), ALL IN COOK COUNTY, ILLINOIS.

THIS BEING THE SAME PROPERTY CONVEYED TO ADDAM M. PIAZZA AND MEGAN PIAZZA, HUSBAND AND WIFE, NOT AS JOINT TENANTS OR TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, BY DEED FROM RICHARD H. COOPER AND LANA S. COOPER, HUSBAND AND WIFE, DATED 02/16/2021 AND RECORDED ON 03/16/2021 IN INSTRUMENT NO. 2107520092, IN THE COOK COUNTY RECORDERS OFFICE.

PARCEL ID NO. 05-29-102-075-0000

Accurate Nbr: 5975469

Address : 79 WOODLEY RD, Winnetka, IL

Property of Cook County Clerk's Office