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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud 844-768-1713



2300933038

Doc# 2300933038 Fee \$93.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/09/2023 11:25 AM PG: 1 OF 5

The property identified as: PIN: 10-25-212-017-0000

Address:

Street: 330 Asbury Avenue

Street line 2:

City: Evanston

State: IL

ZIP Code: 60202

Lender: Richard W Smith, individually and on behalf of the Richard W Smith Trust dated April 24, 2014 and restated from time to time

Borrower: Jennifer Ann Moriarty

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 777/0 et seq. because the application was taken by an exempt entity or person.

SEP 5 2022 YARBROUGH

Certificate number: 82450662-C2BD-4415-9905-B85CD7C3F9F3

Execution date: 10/5/2022

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SECOND MORTGAGE

COVER PAGE

DOCUMENT PREPARED BY:

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LEGAL DESCRIPTION: LOT 5 IN BLOCK 1 IN OAKTON RIDGE SUBDIVISION IN SOUTH EVANSTON, A SUBDIVISION OF THE SOUTH ½ OF THE NORTH EAST ¼ OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**The common address of the Real Estate is:
330 Asbury Avenue, Evanston, Illinois 60202**

Permanent Real Estate Index Number: 10-25-212-017-0000

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SECOND MORTGAGE

THIS INDENTURE is made this

5th day of OCTOBER

2022, between Richard W, Smith,
individually and on behalf of the
Richard W Smith Trust dated
April 24, 2014 and Restated from
time to time, of 3200 N. Lake Shore Drive, Unit 2311
Chicago, IL, 60657

hereinafter referred to as **Mortgagee**
or **Creditor**, and

Jennifer Ann Moriarty (Nee Munder), of
2537 Ashbury, Evanston, IL 60201

hereinafter referred to as **MORTGAGOR**
or **Debtor**

THAT WHEREAS the Mortgagor is justly indebted to the Mortgagee upon the Note of
even date herewith, in the principal sum of

FIVE HUNDRED THOUSAND & 00/100's (\$ 500,000.00) dollars
payable to the order of and delivered to the Mortgagee, in and by which Note the
Mortgagor promises to pay the said principal sum and interest and costs (if any) at
the rate as provided in said Note, due and payable in full by:

- (a) *Principal*: The full amount of the Loan (hereinafter referred to as the
"Principal") is due upon the first of the following to occur: (i) on or before May
31, 2031, or (ii) if Creditor's son Ian Moriarty either stops attending college or
fails to maintain a full schedule of classes leading to a 4-year degree, or (iii)
immediately upon the sale of the premises that are the subject of this
Mortgage.
- (b) In September of each year that Ian Moriarty is enrolled in college full-time, and
at the beginning of every semester thereafter, Debtor will provide Creditor (or
one of his co-Trustees) with a receipt(s) evidencing payment for a full
schedule of Ian Moriarty's classes for the coming semester or year. Failure to
provide the necessary documentation will act as Default by Debtor on the
Principal, the addition of continuing interest, attorneys' fees, and collection
costs, etc. to the balance due and the initiation of suit for collection of all
monies due until paid in full.
- (c) *Interest*: To the extent that this Loan is paid in a timely manner no interest

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will be due on the principal amount. However, if Debtor fails to repay the loan as set forth herein, or is otherwise in Default, interest at four percent (4%) per annum on any unpaid amounts will be due until the balance of all monies due (principal, interest, attorneys fees and collection costs, etc.) are paid in full.

Should Mortgagor be in Default on the Note and/or this Mortgage, and despite the existence of this Second Mortgage evidencing the debt, Mortgagee may recover the debt from any assets or income of Debtor, including but not limited to the herein described real estate.

All said principal, interest, if any, attorneys fees and costs are to be made payable at such place as the holder of the Note may, from time to time, in writing appoint, and in the absence of such appointment, then to the then-Trustee of the Richard W. Smith Trust, Tom Ottenhoff, 15255 S. 94th Avenue, 5th Floor, Orland Park, IL 60462, tottenhoff@ameritech.net, or co-Trustee, John O'Donnell, Hiskes, Dilner, O'Donnell, Marovich & Lapp Ltd, 10759 W. 159th Street, Suite 201, Orland Park, IL 60467, JOD@hdoml.com.

NOW, THEREFORE, the Mortgagor, to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions, and limitations of this Second Mortgage, and the performance of the covenants and agreements herein contained, by this Second Mortgage to be performed, and also in consideration of the sum of One Dollar, in hand paid, the receipt and sufficiency of which is here acknowledged, does by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagees successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated, lying and being in COOK COUNTY, ILLINOIS, to wit:

LEGAL DESCRIPTION: LOT 5 IN BLOCK 1 IN OAKTON RIDGE SUBDIVISION IN SOUTH EVANSTON, A SUBDIVISION OF THE SOUTH ½ OF THE NORTH EAST ¼ OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

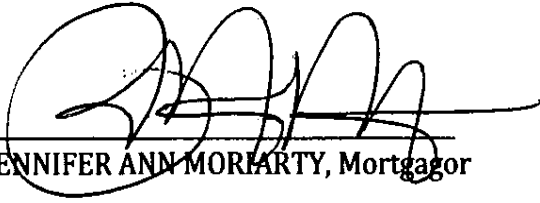
The common address of the Real Estate is:

330 Asbury Avenue, Evanston, Illinois 60202


Permanent Real Estate Index Number: 10-25-212-017-0000

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 Mortgagor may be entitled thereto and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, and similar equipment.

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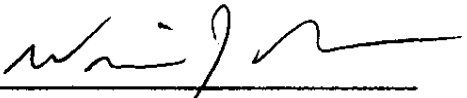

JENNIFER ANN MORIARTY, Mortgagor

10/5/22
DATE


RICHARD W. SMITH on behalf of
RICHARD W. SMITH TRUST, Mortgagee

10/5/22
DATE

On the 5th day of October, 2022, the two above signatories appeared before me and signed the above document and agreed to its contents.


Notary Public

(seal)

