

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



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



\*2303410001\*

Doc# 2303410001 Fee \$93.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/03/2023 10:03 AM PG: 1 OF 5

The property identified as: **PIN: 10-21-330-036-1025**

**Address:**

**Street:** 5200 Oakton St

**Street line 2:** Unit 305

**City:** Skokie

**State:** IL

**ZIP Code:** 60077

**Lender:** Abbott Laboratories Employees Credit Union

**Borrower:** Maria Nella Ovallos Arrieta, married to Anthony Omlor

**Loan / Mortgage Amount:** \$120,000.00

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 or person.

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SCY  
INT

**Certificate number:** 174D7FBA-EAF8-477E-B193-72BBBC1ABAC6

**Execution date:** 11/2/2022

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This instrument was prepared by:  
ABBOTT LABORATORIES EMPLOYEES  
CREDIT UNION

325 TRI-STATE PARKWAY

GURNEE, IL 60031

When Recorded, Mail To:

ABBOTT LABORATORIES EMPLOYEES  
CREDIT UNION

325 TRI-STATE PARKWAY

GURNEE, IL 60031

## MORTGAGE

THIS MORTGAGE is made on 11/02/2022, between the Mortgagor,  
MARIA NELLA OVALLOS ARRIETA, MARRIED TO ANTHONY OMLOR

(herein "Borrower"), and the Mortgagee, Abbott Laboratories Employees Credit Union,  
a corporation organized and existing under the laws of ILLINOIS,  
325 TRI-STATE PARKWAY GURNEE, IL 60031, whose address is  
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 120,000.00, which  
indebtedness is evidenced by Borrower's note dated 11/02/2022 and extensions and renewals thereof (herein  
"Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not  
sooner paid, due and payable on 11/02/2032;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the  
payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this  
Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does  
hereby mortgage, grant and convey to Lender the following described property located in the County of  
COOK, State of Illinois;

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In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's 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.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**10. Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner: (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by First Class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by First Class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

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## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

X *Maria Nella Ovallos Arrieta*  
(Seal)

MARIA NELLA OVALLOS ARRIETA  
Borrower

X \_\_\_\_\_  
(Seal)

Borrower

X *Anthony Omlor*  
(Seal)

ANTHONY OMLOR  
Borrower

X \_\_\_\_\_  
(Seal)

Borrower

Abbott Laboratories Employees Credit Union      421478  
Loan Originator Organization      NMLSR ID Number

EMILY SMITH      852386  
Loan Originator      NMLSR ID Number

STATE OF ILLINOIS, LAKE County ss:

I, SANDRA L SCHUTT a Notary Public in and for said county and state, do hereby certify that MARIA NELLA OVALLOS ARRIETA

ANTHONY OMLOR

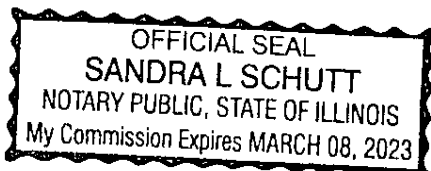
\_\_\_\_\_ personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2ND day of NOVEMBER, 2022.

My Commission expires: March 8, 2023

*Sandra L Schutt*  
Signature of Notary Public

SANDRA L SCHUTT  
Name of Notary Public



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PARCEL 1:

UNIT NUMBER "305" IN OAKTON TERRACE CONDOMINIUM, AS DELINEATED ON SURVEY OF LOT 29 (EXCEPT WEST 39.50 FEET THEREOF) AND ALL OF LOT 30 IN THE SUBDIVISION OF LOT 25 AND THE SOUTH 30 FEET OF LOT 18 OF OWNER'S SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY FIRST NATIONAL BANK OF SKOKIE, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 4, 1973 AND KNOWN AS TRUST NUMBER 50026 AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 23018136 AND THE FIRST AMENDMENT TO DECLARATION RECORDED AS DOCUMENT NUMBER 23069896 THEREIN, AND THE SECOND AMENDED DECLARATION RECORDED AS DOCUMENT NUMBER 23238705 TOGETHER ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR PARKING PURPOSES IN AND TO PARKING AREA NUMBER 16 FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM FIRST NATIONAL BANK OF SKOKIE AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 4, 1973 AND KNOWN AS TRUST NUMBER 50026 TO ISA, BEL K. MCDERMOTT DATED AUGUST 27, 1975 AND RECORDED OCTOBER 1975 AS DOCUMENT 23249554.

Permanent Index Number: 10-21-330-036-1025

Cook County Clerk's Office