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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



2312229030

Doc# 2312229030 Fee \$66.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/02/2023 02:32 PM PG: 1 OF 6

The property identified as: PIN: 28-03-411-002-0000

Address:

Street: 14209 KILDARE AVE

Street line 2:

City: CRESTWOOD

State: IL

ZIP Code: 60418

Lender: HUNTINGTON NATIONAL BANK

Borrower: ANIELLO FERRARO

Loan / Mortgage Amount: \$50,000.00

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.

S
P
S
SC
INT JP

Certificate number: DBDC6659-BF6C-4BB0-842B-FC32951DF255

Execution date: 4/14/2023

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After Recording Return To:
THE HUNTINGTON NATIONAL BANK
P.O. BOX 122620 SW30
COVINGTON, KY 41011-9956
CHRISTINA DAVIS

This Instrument Prepared By:
JENNIFER M CASTEEL
THE HUNTINGTON NATIONAL BANK
7 EASTON OVAL
COLUMBUS, OH 43219

MORTGAGE

FERRARO 104
 Loan #: 00080380397
 Serv. #: 2400245490
 PIN:

AA ST Cook 4/23

This MORTGAGE (the "Mortgage") is given by

ANIELLO FERRARO, AN UNMARRIED PERSON (the "Mortgagor") (whether one or more), whose address is **14209 KILDARE AVE, CRESTWOOD, IL 60445** to **THE HUNTINGTON NATIONAL BANK** (the "Mortgagee"), whose address is Department GW0214, 5555 Cleveland Avenue, Columbus, OH 43231.

WHEREAS, Mortgagor (or at least one of them) is entering into an agreement with Mortgagee, dated **APRIL 14, 2023**, for a loan in the principal amount of **FIFTY THOUSAND AND 00/100** dollars (**\$50,000.00**) (such agreement being referred to herein as the "Agreement"), which obligates the borrower(s) thereunder (the "Borrower") to repay the loan, including interest and other charges as set forth in the Agreement, in monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on **APRIL 19, 2043**.

NOW, THEREFORE, IN CONSIDERATION of the Agreement and any and all indebtedness incurred thereunder, intending to be legally bound hereby, and to secure to Mortgagee (a) the repayment of the indebtedness evidenced by the Agreement, or any one or more renewals, refinancings, modifications, extensions, replacements or substitutions thereof or of the terms thereof (including but not limited to any substitute or replacement loan agreement or closed end promissory note) and all interest and charges in connection therewith, (b) the payment of all other sums, with interest thereon advanced in accordance herewith to protect the security of this Mortgage, including but not limited to payment of taxes, assessments, maintenance charges, and insurance premiums, or costs incurred for the protection of the mortgaged premises or the lien of this Mortgage and expenses incurred by Mortgagee by reason of default by Mortgagor under this Mortgage, and (c) the performance of the covenants and agreements of Borrower contained in the Agreement and Mortgagor contained in this Mortgage, Mortgagor does hereby mortgage, grant, bargain, sell, and convey to Mortgagee, its successors and assigns, forever, with power of sale, the following described premises situated in **COOK** County, Illinois:

SEE ATTACHED EXHIBIT A

Parcel ID #: 28-03-411-002-0000

which has the address of **14209 KILDARE AVE, CRESTWOOD, Illinois 60418** (herein "Property Address");
 be the same more or less, subject to all legal highways, and together with all easements, privileges and appurtenances thereunto belonging, all estates in reversion or remainder, and all improvements and fixtures of every kind, now or hereafter acquired, erected or

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 20707.11

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attached to said premises to secure the performance of the covenants of this Mortgage and the repayment of the Agreement and obligations herein described.

MORTGAGOR COVENANTS that Mortgagor has a good and marketable title in fee simple to the Mortgaged Property and has the right to grant and convey the same; that the Mortgaged Property is free and clear from all encumbrances whatsoever except taxes and assessments payable hereafter and any encumbrances of record disclosed to Mortgagee on Mortgagor's loan application or the title insurance commitment or property report or other title evidence obtained by Mortgagee prior to accepting this Mortgage; and that Mortgagor warrants and will defend the title to the Mortgaged Property with appurtenances unto Mortgagee, its successors and assigns forever against all claims and demands whatsoever, except as above noted.

MORTGAGOR FURTHER COVENANTS AND AGREES:

1. To pay the obligation secured hereby as evidenced by the Agreement (to the extent that any Mortgagor is also a Borrower), and all taxes, assessments and utilities against the Mortgaged Property as the same shall become due and payable; and to pay when due all indebtedness other than the Agreement secured by a lien upon the Mortgaged Property, or any part thereof, and to pay and properly discharge, at Mortgagor's expense, the liens of any mechanic, laborer, materialman, supplier or vendor.

2. To pay Mortgagee, if required, on each payment date a sum (the "Escrow Funds") for the payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Mortgage as a lien or encumbrance on the Mortgaged Property; and (b) premiums for any insurance required by Mortgagee (hereinafter the "Escrow Items"). Mortgagor shall promptly furnish to Mortgagee notices of amounts to be paid for the Escrow Items. Mortgagee assumes no responsibility for the validity of any tax or assessment on the Mortgaged Property. Mortgagee may hold sufficient Escrow Funds to permit Mortgagee to pay Escrow Items but not to exceed the maximum amount Mortgagee can require under the Real Estate Settlement Procedures Act ("RESPA"). The Escrow Funds shall be held by Mortgagee and the Escrow Items shall be paid as they become due and payable or no later than the time specified in RESPA, to the extent that there are sufficient Escrow Funds. Interest shall not be paid on Escrow Funds held by Mortgagee unless required by applicable law. Mortgagor shall be provided an annual accounting of the Escrow Funds. If there is a surplus of Escrow Funds held in escrow, as defined under RESPA, Mortgagee shall account to Mortgagor for the excess funds in accordance with RESPA. If there is a shortage of Escrow Funds held in escrow, as defined under RESPA, Mortgagor shall pay to Mortgagee the amount necessary to make up the shortage in accordance with RESPA in one or more payments, as Mortgagee requires. Upon payment in full of all sums secured by this Mortgage, Mortgagee shall refund to Mortgagor any of the Escrow Funds held by Mortgagee. The Escrow Funds are held by Mortgagee as a credit against the sums secured by this Mortgage. If Mortgagee initially does not require or waives the requirement to pay Escrow Funds to it, Mortgagor shall pay the amounts for any Escrow Items directly to whom they are due, when and where payable, and shall furnish to Mortgagee receipts evidencing such payment, if Mortgagee so requires, within such time period as Mortgagee may require. Mortgagee may later impose the requirement to pay Escrow Funds under this provision at any time Mortgagor fails to pay the costs and charges for any Escrow Item timely. If Mortgagor fails to pay amounts due for any such Escrow Items timely, Mortgagee may also exercise its rights under Section 5 of this Mortgage. Mortgagor shall not be obligated to make such payments of Escrow Funds to Mortgagee to the extent that Mortgagor makes such payments to the holder of a prior mortgage or deed of trust.

3. To keep and maintain all buildings now or hereafter situated upon the Mortgaged Property at all times in good repair and not to commit or suffer to be committed waste upon the Mortgaged Property. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating and governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and all constituent documents.

4. To keep the Mortgaged Property insured against loss or damage by flood, fire or windstorm and such other hazards as Mortgagee requires for the benefit of Mortgagee and the holder of any prior mortgage in such amounts and for such periods as Mortgagee requires with insurance companies acceptable to Mortgagee. Subject to the terms of any mortgage, deed of trust or other security agreement which has priority over this Mortgage, Mortgagor shall deposit the policies of insurance or copies or other evidence thereof acceptable to Mortgagee with Mortgagee. Mortgagee is hereby authorized to adjust and compromise any loss covered by such insurance, to collect the proceeds thereof, endorse check and drafts issued therefore in its own name and/or as attorney-in fact for Mortgagor, and to apply such proceeds, at its option, as a credit upon any part of the indebtedness secured hereby whether then due or thereafter becoming due or to permit the use of the same for the purpose of rebuilding or repairing Mortgaged Property. All insurance policies shall include a standard mortgage clause in a form acceptable to Mortgagee and shall name Mortgagee as an additional insured, which policies shall contain a 30-day written notice of cancellation clause in favor of Mortgagee. If Mortgagor fails to keep the Mortgaged Property insured, Mortgagor may, but is not required to, obtain such insurance to protect Lender's interest.



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Such insurance obtained by Lender may not protect Mortgagee's equity interest in the Property. Lender is not required to obtain the lowest cost insurance that might be available.

5. To perform all the covenants on the part of Mortgagor to be performed under the provisions of this or any mortgage, deed of trust or other security agreement which has priority over this Mortgage, and upon failure of Mortgagor to perform such covenants, Mortgagee herein, may, at its option, take such action and pay such amounts as Mortgagee deems necessary to protect Mortgagee's interest in the Mortgaged Property. Mortgagee may pay all cost and expenses of performing such covenants and may add amounts so advanced to the sums owing under the Agreement. Mortgagee shall have a claim against Mortgagor for all sums so paid by it for Mortgagor plus interest at the same rate as provided for in the Agreement secured hereby. Unless Mortgagor and Mortgagee agree on other terms of repayment, such amounts shall be payable upon notice from Mortgagee requesting payment thereof. Nothing herein shall require Mortgagee to incur any expense or take any action hereunder; it being specifically understood that although Mortgagee may take such curative action, Mortgagor's failure to comply with any of the covenants of this or any prior mortgage, deed of trust or other security agreement shall constitute a breach of condition of this Mortgage.

6. To make no sale or transfer of the legal title to the Mortgaged Property or any equitable interest therein without obtaining prior written consent of Mortgagee. Mortgagee is under no obligation to grant consent, other than as may be required by applicable law.

7. That Mortgagee is authorized to collect all damages paid and awards made in connection with the appropriation, condemnation or other taking of, or any conveyance in lieu of condemnation of, the Mortgaged Property or part thereof, and apply the net proceeds therefrom as a credit upon any part of the indebtedness secured hereby whether then due or thereafter becoming due.

8. That in the event of default in payment of any amounts owing Mortgagee under this Mortgage or in the Agreement secured hereby, or upon breach of any covenant or agreement of Mortgagor under this Mortgage, and following any notice and/or expiration of any time period required by law, Mortgagee may, at Mortgagee's option, declare all of the sums secured by this Mortgage to be immediately due and payable, without further notice or demand, and foreclose this Mortgage by judicial proceeding in accordance with applicable law and exercise any other rights and remedies available under this Mortgage, the Agreement or otherwise available at law or equity. Mortgagee shall be entitled to collect in such proceedings all costs and disbursements which Mortgagee incurs in connection with such foreclosure proceeding, including, but not limited to, Mortgagee's attorney fees, to the extent not prohibited by applicable law, and title evidence. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Mortgage; and (c) any excess to the person or persons legally entitled to it. The interest rate set forth in the Agreement will continue before and after acceleration or maturity.

9. That as additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Mortgaged Property. Upon acceleration under paragraph 8 hereof or abandonment of the Mortgaged Property, and at any time prior to the expiration of any period of redemption following sale of the Mortgaged Property, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Mortgaged Property and to collect the rents of the Mortgaged Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Mortgaged Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

10. Each of the covenants and agreements hereof shall be binding upon and shall inure to the benefit of all respective heirs, executors, administrators, successors and assigns of Mortgagor and Mortgagee herein. Mortgagee has the right to assign this Mortgage, and the obligation secured hereby, without notice to Mortgagor except as may be required by law. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Mortgaged Property is located, except that if the Agreement secured hereby specified the law of a different jurisdiction as governing such law shall be the applicable law governing the interest rate, fees, charges, and other terms of the credit transaction secured hereby. The foregoing sentence shall not limit the applicability of federal law to this Mortgage or the obligation secured hereby. If more than one person is a Mortgagor, all covenants and agreements of Mortgagor hereunder shall be joint and several. Any Mortgagor who signs this Mortgage, but does not sign the Agreement secured hereby (a) is signing this Mortgage only to mortgage, grant, convey, and warrant Mortgagor's interest in the Mortgaged Property to Mortgagee under the terms of this Mortgage, (b) is not personally liable on the Agreement or, this Mortgage, and (c) agrees that Mortgagee and any other holder of the Mortgage may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the obligation secured hereby without notice to that borrower or that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Mortgaged Property.

11. In accordance with Illinois law, Mortgagor does hereby waive, remise, release, and forever subordinate unto Mortgagee all rights under or by virtue of the Illinois homestead exemption law. Mortgagor waives and releases any and all rights to dower or curtesy in and to the Mortgaged Property.

12. That this Mortgage shall remain in full force and effect notwithstanding any extension or extensions of the maturity or



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other reamortization of the obligations which this Mortgage secures.

13. That no delay by Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as Mortgagor is in default hereunder, and no failure of Mortgagee to exercise any of its rights hereunder shall preclude the exercise thereof in the event of a subsequent default by Mortgagor hereunder. Mortgagee may enforce any one or more of its rights or remedies herein successively or concurrently. If the lien of this Mortgage is invalid or unenforceable as to any part of the obligations hereby secured or as to any part of the Mortgaged Property, the unsecured or partially secured portion of the obligations shall be completely paid prior to the payment of the secured or partially secured portion of the obligations hereby secured. In the event any provision of this Mortgage is deemed invalid or unenforceable for any reason, such invalidity shall not affect the other provisions of this Mortgage, which shall be deemed severable and shall remain in full force and effect.

14. Placement of Collateral Protection Insurance. Unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by this Mortgage, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interests in Mortgagor's collateral. This insurance may, but need not, protect Mortgagor's interests. The coverage that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the collateral. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchases insurance for the collateral, Mortgagor will be responsible for the costs of that insurance, including interest and any other charges Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Mortgagor's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Mortgagee may be able to obtain on its own.

PROVIDED ALWAYS that these presents are upon the following conditions: That upon payment in full of all amounts secured by this Mortgage, including but not limited to payment in full of all indebtedness incurred under the Agreement, or any renewals, refinancings, modifications, extensions, replacements or substitutions thereof or of the terms thereof, and performance by Mortgagor of all of Mortgagor's covenants and agreements contained in this Mortgage, then Mortgagee shall release this Mortgage.

IN WITNESS WHEREOF; this Mortgage has been executed at Oak Forest, Illinois this 14TH day of APRIL, 2023.

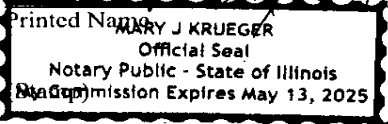
[Signature]
- MORTGAGOR - ANIELLO FERRARO - DATE -

STATE OF ILLINOIS, Cook COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this 14 day of April, 2023 (year) by ANIELLO FERRARO, AN UNMARRIED PERSON.

[Signature]
Notary Public

[Signature]



My Commission expires 5-13-2025

Individual Loan Originator: **CHRISTELLA S PEREZ**, NMLSR ID: 1264953
Loan Originator Organization: **THE HUNTINGTON NATIONAL BANK**, NMLSR ID: 402436



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EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE IN COOK COUNTY,
STATE OF ILLINOIS, TO WIT:

LOT 11 IN BLOCK 6 IN ARTHUR T. MCINTOSH AND COMPANYS
MIDLOTHIAN HIGHLANDS, BEING A SUBDIVISION IN THE
SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

THIS BEING THE SAME PROPERTY CONVEYED TO ANIELLO
FERRARO, A DIVORCED PERSON, BY DEED FROM BEVERLY J
FERRARO, A DIVORCED PERSON, DATED 09/10/2015 AND
RECORDED ON 12/07/2015 IN INSTRUMENT NO. 1534146007, IN
THE COOK COUNTY RECORDERS OFFICE.

PARCEL NO. 28-03-411-002-0000

7483479

Address: 14209 KILDARE AVE, CRESTWOOD, IL 60418

Property of Cook County Clerk's Office