

AP 2306647
2 of 2

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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



Doc# 2330615028 Fee \$59.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/02/2023 03:35 PM PG: 1 OF 5

The property identified as: **PIN:** 16-32-130-002-0000

Address:

Street: 6334 W Ogden Ave

Street line 2:

City: Berwyn

State: IL

ZIP Code: 60402

Lender: Jorge Jimenez and Antonio Jimenez

Borrower: Custodio Cruz Puebla

Loan / Mortgage Amount: \$2,050,000.00

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: 9CA1E57B-DD14-43FA-B259-8F8F415CF7F3

Execution date: 10/11/2023

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Prepared by:
David Koch
Koch & Associates, PC.
5947 W 35th Street
Cicero, IL 60804

Mail to:
David Koch
Koch & Associates
5947 W 35th Street
Cicero, IL 60804

MORTGAGE AGREEMENT

+ a married man

THIS MORTGAGE AGREEMENT (the "Mortgage") is made and entered on October 11, 2023 by and between Custodio Cruz Puebla, of Berwyn, Illinois (the "Mortgagor") and *Antonio* Jorge Jimenez, of 6300 W Cermak Rd, Berwyn, Illinois 60402 (the "Mortgagee") which term includes any holder of this Mortgage, to secure the payment of the **PRINCIPAL SUM** of \$2,050,000.00 together with interest thereon of 5%, for a total interest payment of \$102,500, as provided in this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of this Mortgage.

IN CONSIDERATION OF the loan made by Mortgagee to Mortgagor and for the purpose expressed above, the Mortgagor does hereby grant and convey to Mortgagee, with MORTGAGE COVENANTS, the following described property (the "Property") situated at 6334 W Ogden Avenue, in the City of Berwyn, County of Cook, in the State of Illinois, with the following legal description:

Please see the attached *Schedule A* for the legal description.

PAYMENT OF SUMS SECURED.

Mortgagor shall pay to Mortgagee the principal and interest as agreed and reasonable charges fixed by Mortgagee to satisfy and discharge this Mortgage of record and any other relevant loan documents, and all other sums hereby secured. Mortgagor shall keep and perform every other term, provision, covenant, and agreement of this Mortgage.

WHEN THIS MORTGAGE BECOMES VOID.

When the loan secured by this Mortgage has been paid in full with all interest due, this Mortgage shall become void.

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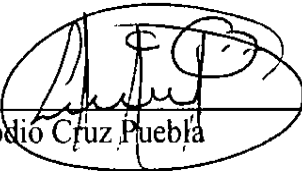
MORTGAGOR FURTHER COVENANTS AND AGREES THAT:

- a. Mortgagor warrants that it is lawfully seized of the Property, that it has full right and is lawfully authorized to sell, convey, or encumber the same, and that the Property is free and clear of all liens and encumbrances except as provided herein.
- b. Mortgagor covenants to warrant and forever defend, all and singular, the Property unto the Mortgagee forever from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.
- c. Mortgagor will make with each periodic payment secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Mortgagee when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.
- d. In the event that Mortgagor fails to carry out the covenants and agreements set forth herein, the Mortgagee may do and pay for whatever is necessary to protect the value of and the Mortgagee's rights in the mortgaged Property and any amounts so paid shall be added to the Principal Sum due the Mortgagee hereunder.
- e. In the event that any condition of this Mortgage shall be in default within a reasonable time, the entire debt shall become immediately due and payable at the option of the Mortgagee. Mortgagee shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
- f. In the event that the Mortgagor transfers ownership (either legal or equitable) or any security interest in the mortgaged Property, whether voluntarily or involuntarily, the Mortgagee may at its option declare the entire debt due and payable.
- g. This Mortgage is also security for all other direct and contingent liabilities of the Mortgagor to Mortgagee which are due or become due and whether now existing or hereafter contracted.
- h. Mortgagor shall not commit waste or permit others to commit actual, permissive or constructive waste on the Property.
- i. This Mortgage is upon the statutory condition and the other conditions set forth herein, for breach of which Mortgagee shall have the statutory power of sale to the extent existing under the laws of this State.

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Mortgagor Signature:


DATED: 10-11-23


Custodio Cruz Puebla

5 PL
D. Page

STATE OF ILLINOIS, COUNTY OF ~~COOK~~, ss:

This instrument was acknowledged before me on this 11th day of October, 2023 by Custodio Cruz Puebla.

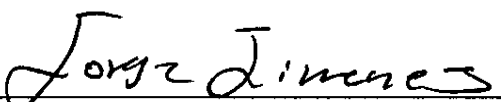

Notary Public
Escrow Closer
Title (and Rank)




My commission expires 5/8/2024

Mortgagee Signature:

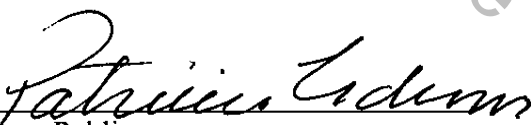
DATED: 10-13-2023

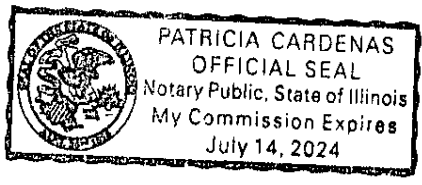

Jorge Jimenez


Antonio Jimenez

STATE OF ILLINOIS, COUNTY OF COOK, ss:

This instrument was acknowledged before me on this 13th day of October, 2023 by Jorge Jimenez and Antonio Jimenez


Notary Public
Notary Public
Title (and Rank)



My commission expires 7/14/2024

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SCHEDULE A LEGAL DESCRIPTION OF REAL PROPERTY

LOTS 1 THROUGH 8 (EXCEPT THE WEST 6 FEET OF LOT 8) IN BLOCK 16 IN WHITE
AND COLEMAN'S
LAVERGNE SUBDIVISION OF BLOCKS 13 TO 28 IN CHEVIOT'S FIRST DIVISION IN
THE NORTHWEST
1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

PIN # 16-32-130-002-0000
16-32-130-003-0000
16-32-130-004-0000
16-32-130-005-0000
16-32-130-006-0000
16-32-130-007-0000
16-32-130-008-0000

Property of Cook County Clerk's Office