

Illinois Anti-Predatory  
Lending Database  
Program

Doc#: 2333841017 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 12/04/2023 09:50 AM Pg: 1 of 12

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: **PIN:** 03-34-207-092-0000

**Address:**

**Street:** 507 Blue Jay Court

**Street line 2:**

**City:** Mount Prospect

**State:** IL

**ZIP Code:** 60056

**Lender:** Nick Coglianese

**Borrower:** Theresa Coglianese

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

**Certificate number:** 2F9410E5-E758-4D38-978F-C95960586B43

**Execution date:** 11/3/2023

# UNOFFICIAL COPY

**PREPARED BY:**

Law Offices of Oran D. Cart, LLC  
4300 Commerce Court, Suite 245  
Lisle, Illinois 60532

**RETURN TO AFTER RECORDING:**

Law Offices of Oran D. Cart, LLC  
4300 Commerce Court, Suite 245  
Lisle, Illinois 60532

**MORTGAGE**

**1. MAXIMUM LIEN.** At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the existing debt currently on the Property as of November 2, 2023.

**2. THIS MORTGAGE,** dated November 2, 2023, is made and executed between Theresa Coglianesse, whose address is 507 Bluejay Court, Mount Prospect, Illinois 60056 (the "Grantor") and Nick Coglianesse (the "Lender").

**3. GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements, and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses, and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal, and similar matters (the "Property") located in Mount Prospect, Cook County, Illinois:

**PARCEL 1**

**THE EAST 27.5 FEET OF THE WEST 120.83 FEET OF LOT 5 IN PLAT OF CORRECTION OF ORCHARD FIELD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 34 TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PARCEL 2**

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**EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN THE ORCHARD FIELD TOWNHOUSE DECLARATION RECORDED APRIL 8, 1991 AS DOCUMENT 91157145 IN COOK COUNTY, ILLINOIS.**

The Property or its address is commonly known as 507 Blue Jay Court, Mount Prospect, Illinois 60056. The Property PIN is 03-34-207-092-0000.

**4. CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts, and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party, or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Mortgage shall not secure additional loans or obligations unless and until such notice is given.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE TERMS CONTAINED IN THIS MORTGAGE AND THE NOTE.**

**5. PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**6. POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

(a) **Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; and (2) use, operate, or manage the Property.

(b) **Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

(c) **Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property.

(d) **Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Property without Lender's prior written consent. As a condition to the removal of any

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improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**(e) Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**(f) Compliance with Governmental Requirements.** Grantor 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 Property, including without limitation, the Americans with Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest in the Property.

**(g) Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**7. DUE ON SALE – CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Property, or any interest in the Property. A "sale or transfer" means the conveyance of Property or any right, title, or interest in the Property; whether legal, beneficial, or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of an interest in the Property.

**8. TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**(a) Payment.** Lender shall pay when due all taxes, payroll taxes, special taxes, assessments, water charges, homeowners association dues, and sewer service charges levied against or on account of the Property. Grantor shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph. Any amounts paid by Lender hereunder shall be added to the gross total of the amount to be paid by and due from Grantor.

**(b) Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall

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within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**(c) Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**(d) Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**9. PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**(a) Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such forms as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice.

**(b) Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damages or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditures, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any process

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which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**(c) Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**10. LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, Lender shall be entitled to take any action that Lender deems appropriate, including but not limited to paying certain debts on behalf of the Grantor, settling claims, or otherwise ensuring that the Property and Lender's interest therein is not encumbered. If Lender elects to take said actions, then Lender shall be entitled to include said payments as part of the indebtedness, along with interest as set forth herein and in the Note, which shall be added to the balance of the indebtedness.

**11. WARRANTY OF TITLE.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**12. FULL PERFORMANCE.** If Grantor pays all the indebtedness when due, and otherwise performs all obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Premises and Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**13. EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

**(a) Payment Default.** Grantor fails to make any payment when due under the Mortgage and/or Note.

**(b) Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.



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**(c) Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant, or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant, or condition contained in any other agreement between Lender and Grantor.

**(d) False Statements.** Any warranty, representation, or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is knowingly false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**(e) Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**(f) Death or Insolvency.** The dissolution or termination of Grantor's existence as a going business or the death of any partner, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**(g) Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

**(h) Insecurity.** Lender in good faith believes itself insecure.

**(i) Right to Cure.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonable practical.

**14. RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**(a) Accelerate Indebtedness.** Lender shall have the right at its option and without notice to Grantor to declare entire indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

**(b) UCC Remedies.** With respect to all or any part of the Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

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**(c) Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**(d) Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness.

**(e) Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**(f) Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**(g) Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**(h) Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Property or of the time after which any private sale or other intended disposition of the Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Property may be made in conjunction with any sale of the Property.

**(i) Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law. Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of



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searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**15. NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by certified mail. Grantor and Lender agree to provide each other with their updated addresses should said address change for purposes of notice in writing.

**16. NEGATIVE COVENANT.** Grantor covenants and agrees with Lender that while this Mortgage is in effect, Grantor shall not, without the prior written consent of Lender, create, grant, or permit to exist in favor of any person or entity, except Lender, any lien, charge, security interest, encumbrance, cloud on title, mortgage, pledge, or similar interest in or against the Property.

**17. MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**(a) Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**(b) Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net Operating Income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**(c) Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**(d) Governing Law.** This Mortgage will be governed by the law of the jurisdiction where the Property is located, i.e. Illinois, without regard to any conflicts of law provisions. The Mortgage has been accepted by Lender in the State of Illinois.

**(e) Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

**(f) No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. Unless signed in writing by Lender, no waiver of any of the provisions of this Mortgage or the Note shall be enforceable or otherwise deemed to have occurred.

**(g) Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the

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offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid, and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity, or enforceability of any other provision of this Mortgage.

**(h) Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**(i) Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**(j) Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**(k) Waiver of Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**(l) Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

**(m) Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(B) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

**18. DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**(a) Borrower.** The word "Borrower" means THERESA COGLIANESE.

**(b) Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default."

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**(c) Event of Default.** The words “Event of Default” mean any of the events of Default set forth in this Mortgage in the events of Default section of this Mortgage.

**(d) Improvements.** The word “improvements” means all existing and future improvements, buildings, structures, mobile homes affixed on the Property, facilities, additions, replacements, and other construction on the Property.

**(e) Indebtedness.** The word “indebtedness” means all principal, interest, and other amounts, costs, and expenses payable under the Note or Related Documents, together with all renewals of, extension of, modifications of, consolidations of, and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor’s obligations or expenses incurred by Lender to enforce Grantor’s obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of the Mortgage.

**(f) Lender.** The word “Lender” means NICK COGLIANESE, and his successors and assigns.

**(g) Mortgage.** The word “Mortgage” means this Mortgage between Grantor and Lender.

**(h) Note.** The word “Note” means the promissory note dated November 3, 2023, in the original principal amount of \$120,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement. There is no interest rate and no payments due until either (A) Borrower sells the property located at 507 Blue Jay Court, Mount Prospect, Illinois 600565; (B) Borrower dies; or (C) Borrower is in breach of the Note or Mortgage.

**(i) Property.** The word “Property” means collectively the Property as defined herein and in the Note and commonly referred to as 507 Blue Jay Court, Mount Prospect, Illinois 60056.

**(j) Related Documents.** The words “Related Documents” means all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements, and documents, whether now or hereafter existing, executed in connection with the indebtedness.

**(k) Rents.** The word “Rents” means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**(l) Grantor.** The word “Grantor” means THERESA COGLIANESE.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.**

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**BORROWER:**

**Theresa Coglianese**

By: Theresa Coglianese

Date: November 3, 2023

Subscribed to and sworn to me this  
3 day of November, 2023.

[Signature]  
Notary Public



**BOLDER:**

**Nick Coglianese**

By: Nick Coglianese

Date: 11/13/23

Subscribed to and sworn to me this  
13th day of November, 2023.

[Signature]  
Notary Public

