

Illinois Anti-Predatory Lending Database Program

Doc#: 2407824230 Fee: \$107.00
KAREN A. YARBROUGH
COOK COUNTY CLERK'S OFFICE
Date 3/18/2024 11:27 AM Pg: 1 of 6

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 14-28-313-058-1003

Address:

Street: 635 W. Wrightwood Ave., Apt 3E

Street line 2:

City: Chicago

State: IL

ZIP Code: 60614

Lender: John K. Julian and Tye J. Klooster, not individually but solely as Co-Trustees of the John K. Julian Irrevocable Trust of 2015 U/A/D 5/28/15

Borrower: John Matthew Julian

Loan / Mortgage Amount: \$550,000.00

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: D951ABD4-8305-4765-9926-E48A0FC67D0A

Execution date: 3/14/2024

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THIS DOCUMENT WAS PREPARED BY AND AFTER
RECORDING, RETURN TO:

TYE J. KLOOSTER, ESQ.
KATTEN MUCHIN ROSENMAN LLP
525 W. MONROE ST., STE. 1900
CHICAGO, IL 60661

(The Above Space for Recorder's Use Only)

MORTGAGE AGREEMENT

THIS MORTGAGE AGREEMENT is made effective as of the 14 day of March, 2024, between **John Mattley Julian**, having an address of 635 W. Wrightwood Ave., Apt 3E, Chicago, IL 60614, herein referred to as the "Mortgagor," and **John K. Julian and Tye J. Klooster, not individually but solely as Co-Trustees of the John K. Julian Irrevocable Trust of 2015 U/A/D 5/28/15**, having an address of 525 W. Monroe Street, Chicago, IL 60661, herein referred to as the "Mortgagee," **WITNESSETH:**

WHEREAS, Mortgagor is justly indebted to the Mortgagee upon that certain Mortgage Note of even date herewith (the "Note"), in the principal sum of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00), payable to the order of and delivered to the Mortgagee, in and by which Note Mortgagor promises to pay said principal sum and interest at the rate and manner as provided in said Note, with a final payment of the balance due on the date of maturity, being thirty (30) years from the date hereof. All of said principal and interest are made payable at Mortgagee's principal address, or at such place or places as Mortgagee may from time to time designate in writing.

NOW, THEREFORE, to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage and the Note, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, Mortgagor does by these presents **CONVEY, MORTGAGE AND WARRANT** unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of Mortgagor's estate, right, title and interest therein, situate, lying and being in the County of Cook, State of Illinois, to wit:

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SEE ATTACHED EXHIBIT A AND MADE A PART HEREOF,

which, with the property hereinafter described, is referred to herein as the "premises,"

Parcel Number: 14-28-313-058-1003

Address of Real Estate: 635 W. Wrightwood Ave., Apt 3E, Chicago, IL 60614

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 (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or his successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth.

MORTGAGOR HEREBY CONFERS ON MORTGAGEE the power to sell the premises, and the interests of persons therein, upon the occurrence and during the continuation of a default hereunder, in the manner and pursuant to the procedures set forth pursuant to other applicable statutory or judicial authority. If no cure of such default is effected within the time period under other applicable statutory or judicial authority, Mortgagee may accelerate the indebtedness secured hereby without further notice (the aforementioned statutory cure period shall run concurrently with any contractual provision for notice before acceleration of debt) and may then proceed in the manner and subject to the conditions of the above-referenced statutes to send to Mortgagor and other necessary parties a notice of sale and may sell and convey the property in accordance with the above-referenced laws. Mortgagee may enforce this Mortgage by exercising said power of sale or, at Mortgagee's sole option, by judicial foreclosure proceedings as provided by law. No action of Mortgagee based upon the provisions contained in this Mortgage or under applicable statutory or judicial authority, including, without limitation, the giving of the notice of intent to foreclose by power of sale or the notice of sale, shall constitute an election of remedies which would preclude Mortgagee from accelerating the indebtedness secured hereby and pursuing judicial foreclosure before or at any time after commencement of the power of sale foreclosure procedure. Mortgagor fully understands the consequences of conferring on Mortgagee the above-described power of sale, and if Mortgagee elects to foreclose this Mortgage by exercising said power of sale, Mortgagor hereby expressly waives, to the fullest extent permitted by applicable law, any right to a judicial hearing prior to the sale of the property. As often as any proceedings may be taken to foreclose this Mortgage, whether pursuant to the power of sale or by judicial

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proceedings or to foreclose the security interest which has been granted to Mortgagee, Mortgagor agrees to pay to Mortgagee, in addition to all other sums due, all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Mortgagee.

Notwithstanding anything herein to the contrary, if Mortgagee elects to foreclose this Mortgage by judicial proceedings, appraisal of the property is waived or not waived at the option of Mortgagee, and such option can be exercised at or prior to the time judgment is rendered in any judicial foreclosure hereof. This Mortgage shall be governed and controlled by the laws of the State of Illinois as to interpretation, enforcement validity, construction, effect, choice of law and in all other respects.

Mortgagor hereby acknowledges that Katten Muchin Rosenman LLP represents Mortgagee with respect to the preparation of this Mortgage. Mortgagor has been advised to seek separate independent legal counsel for purposes of entering into this Mortgage, and Mortgagor has either engaged separate independent legal counsel or has voluntarily waived the right to seek such separate independent legal counsel.

MORTGAGOR HEREBY DECLARES AND ACKNOWLEDGES THAT MORTGAGOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

The name of the record owner is: John Matthew Julian.

(SIGNATURE PAGE FOLLOWS)

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Dated as of the day and year first above written.

MORTGAGOR:

John Matthew Julian
John Matthew Julian

STATE OF ILLINOIS

COUNTY OF Cook

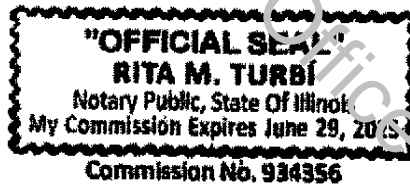
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Matthew Julian, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of March, 2024.

Rita M. Turbi
NOTARY PUBLIC

SEAL:

My Commission Expires: 06-29-2025



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EXHIBIT A – LEGAL DESCRIPTION

UNIT 3-E AND UNIT P-5 IN THE WRIGHTWOOD PLAZA CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN THE SUBDIVISION OF LOT 12 IN COUNTY CLERK'S DIVISION OF OUTLOT "D" IN WRIGHTWOOD, BEING A SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION RECORDED AS DOCUMENT NO. 95313970, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENT AGE INTEREST IN COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Commonly known as: 635 West Wrightwood Avenue, Unit #3E, Chicago, Illinois 60614

PIN: 14-28-313-058-1003; 14-28-313-058-1015