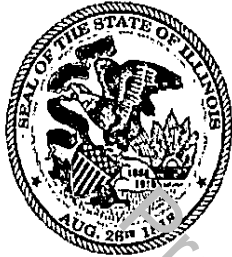


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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



2410907039

Doc# 2410907039 Fee \$88.00

ILRHSP FEE:\$18.00 RPRF FEE:\$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK'S OFFICE

DATE: 4/18/2024 1:15 PM

PAGE: 1 OF 5

The property identified as: **PIN: 12-24-206-021-0000**

Address:

Street: 3944 N Octavia Ave

Street line 2:

City: Chicago

State: IL

ZIP Code: 60634

Lender: Daniel Herlo

Borrower: Danielle Herlo and Jose Perez, Jr.

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.

Certificate number: D5EC6938-EC99-4B91-AC6A-34E4DB20F460

Execution date: 3/29/2024

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Mail this instrument to:
Daniel Herlo
39535 N Circle Ave
Antioch, IL 60002

MORTGAGE

This mortgage is made on March 28th, 2024, between **Danielle Herlo** and **Jose Perez, Jr.** ("Mortgagor"), of 3944 N Octavia Ave, Chicago, Illinois 60634, and **Daniel Herlo**, ("Mortgagee") of 39535 N Circle Ave, Antioch, Illinois 60002.

Mortgagor mortgages and warrants to Mortgagee, Mortgagee's heirs, successors and assigns, the land and the improvements thereon located in Chicago, Cook County, Illinois, legally described as:

"SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF"

Together with the improvements and appurtenances belonging to that land, and the rents, issues, and profits derived from them and all fixtures now or later attached to or used in connection with the premises described herein.

To secure the performance of the covenants contained here and the payment of the principal sum of \$50,000.00, payable according to the terms of a certain promissory note bearing the same date as this mortgage, executed and delivered by mortgagor to mortgagee, as follows: on demand, on or before the date of sale of the mortgaged property.

And mortgagor covenants with mortgagee, while this mortgage remains in force, as follows:

SECTION I.

PAYMENT OF PRINCIPAL AND INTEREST

To pay the indebtedness and the interest on it in the time and in the manner provided above.

SECTION II.

TAXES AND ASSESSMENTS

To pay all taxes, assessments, water rates, and other charges that may be levied or assessed on or against the premises when they become due and payable, and also to pay when due any taxes on the interest or estate in the lands created or represented by this mortgage, or by the indebtedness, whether levied against Mortgagor or otherwise. To immediately pay off any lien having or that may have precedence over this mortgage, except as stated here, and to keep all the improvements erected and to be erected on the premises continually intact and in good order and repair, and to pay for all repairs and improvements promptly and to commit or suffer no waste of the premises, and to permit or to suffer no unlawful use.

Preparer: Jon Tomos
3553 W Peterson Ave, Ste 201
Chicago, IL 60659

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SECTION III.

HAZARD INSURANCE

To keep the buildings and equipment on the premises insured against loss or damage by fire for the benefit of, with loss payable to, and in manner and amount approved by, and to deliver the policies as issued to Mortgagee with the premiums for those policies paid in full.

SECTION IV.

FAILURE TO PAY CHARGES

If default is made in the payment of taxes, assessments, water rates, liens, insurance, or other charges on the premises, or any part of them, Mortgagee may at its option make payment on those and the amount so paid, with interest on that amount at the same rate as provided for the principal indebtedness from that date of such payment, which payment will be impressed as an additional lien on the premises, and will be added to and become part of the indebtedness secured here, and will become immediately due and payable; and in case of the payment of taxes, assessments, water rates, liens, insurance, or other charges on the premises by mortgagee as provided above, the receipt or receipts of the proper officer or person for such payment in the hands of mortgagee will be conclusive evidence of the validity and amount of items so paid by mortgagee.

SECTION V.

ACCELERATION

If default is made in the payment of the principal sum or interest or any other sum secured here or any part of it, in the payment of taxes, assessments, water rates, liens, insurance, or other charges on the premises or any part of them, or in the performance of any of the covenants and agreements contained here, the entire indebtedness secured here remaining unpaid will at once become due and collectible, if Mortgagee so elects, and without notice of that election.

SECTION VI.

SUCCESSOR IN INTEREST

In the event the ownership of the mortgaged premises or any part of them becomes vested in a person other than Mortgagor, Mortgagee may deal with such successor or successors in interest with reference to this mortgage and the debt secured here in the same manner as with Mortgagor, without in any manner vitiating or discharging mortgagor's liability under this mortgage or the debt secured here.

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SECTION VII.

SALE OF PROPERTY

Power is granted here by Mortgagor to Mortgagee, if default is made in the payment of the indebtedness, interest, taxes, assessments, water rates, liens, or insurance premiums, or any part of them, at the time and in the manner agreed here, to grant, bargain, sell, release, and convey the premises with the appurtenances at public auction and to execute and deliver to the purchaser or purchasers at such sale, deeds of conveyance, good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds to retain all sums due hereon, the costs and charges of the sale, and the attorney fees provided by law, returning the surplus money, if any, to mortgagor or mortgagor's heirs and assigns, and such sale or a sale pursuant to a decree in chancery for the foreclosure hereof may at the option of mortgagee be made en masse.

SECTION VIII.

BINDING EFFECT

The covenants in this mortgage bind and the benefits and advantages inure to the respective heirs, assigns, and successors of the parties.

Signed by Mortgagor the day and year first above written.

Danielle Herlo

Jose Perez, Jr.

State of Illinois, County of Cook) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Danielle Herlo and Jose Perez, Jr., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29 day of MARCH, 2024

Commission expires MARCH 17, 2027



Notary Public

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LEGAL DESCRIPTION

Property address: 3944 N Octavia Ave, Chicago, Illinois 60634
PIN: 12-24-206-021-0000

LOT 5 IN BLOCK 3 IN W.F. KAISER AND CO'S IRVING PARK BOULEVARD
SUBDIVISION OF THE NORTH 20 ACRES (EXCEPT THE SOUTH 47.30 FEET THEREOF)
OF THAT PART LYING SOUTH OF THE INDIAN BOUNDARY LINE OF THE
FRACTIONAL EAST HALF OF THE FRACTIONAL NORTHEAST QUARTER OF
SECTION 24, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office