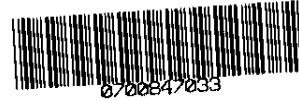


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Illinois Predatory  
Lending Database  
Pilot Program

Certificate of Exemption



Doc#: 0700847033 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/08/2007 08:25 AM Pg: 1 of 4

The property identified as: **PIN:** 13-36-420-023-0000

**Address:**

**Street:** 1705 N TALMAN AVE

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60647

**Lender:** AMERIFIRST HOME IMPROVEMENT FINANCE COMPANY

**Borrower:** DAGOBERTO AND TERESA RIVAS

**Loan / Mortgage Amount:** \$11,426.50

The residential property is in the designated area and the loan was originated by an exempt entity.

**Certificate number:** D153A101-446C-4533-A9CD-E12390361A34

**Execution date:** 11/15/2006

**UNOFFICIAL COPY**

Prepared By: Cather McConick (Space Above This Line For Recording Data) 998227987  
 for AmeriFirst Home Improvement Finance Co.

When Recorded Return to: AmeriFirst Home Improvement Finance Co.  
 4405 So. 96TH Street  
 Omaha, NE 68127

**MORTGAGE**

I (we), the undersigned DAGOBERTO RIVAS and TERESA RIVAS hereafter

"Mortgagor" whether one or more), whose address is 1705 N TALMAN AVE., CHICAGO,

IL,

60647 do hereby mortgage and warrant to DANLEYS GARAGE WORLD (hereafter

"Mortgagee"), whose address is 3000 DUNDEE RD STE 106, NORTHBROOK, IL 60062

, its successors and assigns, that immovable property and the improvements thereon situated in

the County of COOK, State of Illinois, and legally described as

TAX PARCEL#

13-36-420-023-0000

SEE EXHIBIT A

LOTS 1-5 in Block 5

Section 36, Township 40 N, Range 13

(hereafter the "premises") to secure payment of a certain Illinois Home Improvement Retail Installment

Contract, dated 10-12, 20 06, having an Amount Financed of \$11426.5

together with finance charges described therein (hereafter the "indebtedness"). Unless sooner paid, the

indebtedness secured by this Mortgage will mature on December 14, 2014

The Mortgagor covenants with the Mortgagee, while this Mortgage remains in force, as follows:

1. To pay the indebtedness represented by the above-described Illinois Home Improvement Retail Installment Contract, together with all finance charges described therein, in the time and manner therein provided.

2. To pay all taxes, assessments and other charges that may be levied or assessed upon or against the premises within 30 days after the same shall become due and payable.

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## MORTGAGE PAGE 2

3. To keep all the improvements erected on the premises continually intact and in good order and repair and to permit or suffer no waste of said premises.

If default shall be made in the payment of the indebtedness or any part thereof, or in the performance of any of the covenants and agreements contained in said Illinois Home Improvement Retail Installment Contract and/or herein contained, the entire indebtedness secured hereby remaining unpaid shall at once become due and collectible if the Mortgagee so elects, without notice of such election except as may be required by law.

In the event the ownership of the premises or any part thereof becomes vested in a person other than the Mortgagor, Mortgagee may deal with such successor or successors in interest with reference to this Mortgage and the indebtedness hereby secured in the same manner as with the Mortgagor, without in any manner vitiating or discharging the Mortgagor's liability hereunder, or the liability for the indebtedness hereby secured.

Mortgagor hereby waives all homestead exemptions related to the premises to which Mortgagor may be entitled under the constitution and laws of the State of Illinois and of the United States of America.

In the event of any breach of the foregoing covenants, Mortgagee shall be entitled to all available remedies under Illinois law, including, without limitation, foreclosure of this Mortgage.

**Payment of this Mortgage is subject to the terms of a home improvement installment contract of even date between Mortgagor and Mortgagee.**

Dated this 12TH day of OCTOBER, 20 06.

Dagoberto Rivas  
Mortgagor

Teresa Rivas  
Mortgagor

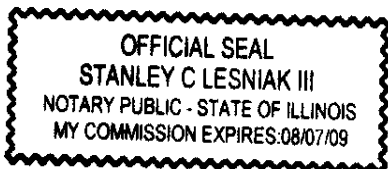
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:

The foregoing instrument was acknowledged before me this 12TH day of OCTOBER, 20 06, by DAGOBERTO + TERESA RIVAS, the above-named Mortgagor(s), who is (are) personally known to me or who has (have) produced DRIVERS LICENSES as identification and who did (did not) take an oath

MY COMMISSION EXPIRES 8-7-09

Stanley C Lesniak III

NOTARY PUBLIC  
STANLEY C LESNIAK III  
NOTARY PRINTED NAME



# UNOFFICIAL COPY

## SCHEDULE A

LOT 28 IN S.E. GROSS SUBDIVISION OF LOTS 1, 2, 3, 4, AND 5 IN BLOCK 5 IN BORDEN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

Property of Cook County Clerk's Office