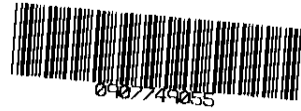


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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 0907749055 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/18/2009 12:47 PM Pg: 1 of 4

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 13-10-310-025-0000

**Address:**

**Street:** 4843 N Kilpatrick Avenue

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60630

**Lender:** Joseph Sonandres

**Borrower:** William Burke

**Loan / Mortgage Amount:** \$100,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

• •

**Certificate number:** E68CD45D-87BA-46B6-BCD3-0FFBF1E81DD1

**Execution date:** 02/27/2009

**UNOFFICIAL COPY**

64410

**MORTGAGE**

THIS INDENTURE WITNESSETH,  
That the Mortgagors, William Burke,  
Trustee of the William Burke Revocable  
Trust, dated June 12, 2008 and Catherine  
E. Burke does hereby mortgage and warrant  
to Joseph Sonandres, of the City of Torrence,  
State of California to secure payment of  
\$100,000.00 under that certain promissory  
note executed by mortgagors on  
February 25, 2009

the following described Real Estate, to-wit:

The Southwesterly 22 feet of Lot 23 and the Northeasterly 5 feet of Lot 24  
in Doty Brothers and Gordon's Second Addition to Mayfair, being a  
subdivision of part of Lot 9 in James H. Rees' Subdivision of the  
Southwest Quarter of Section 10, Township 40 North, Range 13, East of  
the Third Principal Meridian, according to the Plat thereof recorded June  
16, 1893 as Document 1887603 in Book 60 of Plats, in Cook County,  
Illinois.

P.I.N. 13-10-310-025

Commonly known as: 4843 N. Kilpatrick Avenue, Chicago, IL 60630

64410 Situated in the County of Cook and State of Illinois, together with all rents, issues and profits  
thereof, hereby releasing and waiving all rights under and by virtue of the Homestead  
Exemption Laws of the State of Illinois and all rights to retain possession of said premises after  
any default in payments or breach of any of the covenants or agreements herein contained.

AND THE SAID MORTGAGOR Covenants and agrees with the said mortgagee to pay  
promptly when due all valid taxes and assessments accruing or levied on said premises before  
they become delinquent and all liens on said premises including all installments of interest and  
principal on said prior lien as they mature, until said note is fully paid, and keep same insured by  
such insurance companies as the said Mortgagee shall approve and such policies shall provide  
that loss, if any, shall be payable first to the owner of said prior lien and then to the owner of the  
debt secured by this mortgage, as their respective interests may appear, and the policies shall  
be delivered to and held by the owner of said prior lien during the period of such lien and  
thereafter they shall be delivered to and held by the owner of the debt secured by this mortgage  
during the period of the lien hereby created; and the mortgagor covenants and agrees with the  
mortgagee to keep the premises in good repair during the lien of this mortgage; and in case of  
refusal or neglect of said mortgagor to keep said premises so insured, or to pay such taxes,  
assessments and liens, including installments of interest and principal due on said prior lien as  
they mature and keep any improvements on said premises in good repair, the owner of this note  
secured by this mortgage may procure and pay for such insurance and pay such taxes,  
assessments and liens and money due on said prior lien; and all money so paid shall become


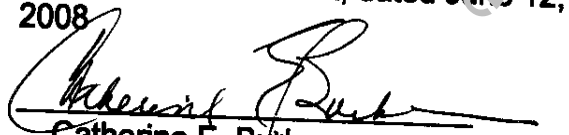
# UNOFFICIAL COPY

so much additional indebtedness against the said mortgagor and secured by this mortgage, and may be paid out of the proceeds of any sale of said lands and premises under and by virtue of this mortgage.

BUT IT IS EXPRESSLY PROVIDED AND AGREED that if default be made in the payment of said promissory note, or any part thereof, at the time and in the manner above specified for the payment thereof or in case of waste, or non-payment of taxes or assessments, or money due upon any prior lien on said premises, or of a breach of any of the covenants or agreements herein contained, then and in such case, the whole of the principal sum secured by this mortgage, shall thereupon, at the option of said mortgagee, their heirs, executors, administrators, attorneys, successors or assigns, become immediately due and payable and this mortgage may be immediately foreclosed to pay the same by said mortgagee, their heirs, executors, administrators, attorneys, successors or assigns, and it shall be lawful for the said mortgagee, their heirs, executors, administrators, attorneys, successors or assigns to enter into and upon the premises hereby granted, or any part thereof, and to collect all rents, issues and profits thereof.

UPON THE FILING OF ANY BILL to foreclose this mortgage in any court having jurisdiction thereof, such Court may appoint any person receiver with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall expire; provided, however, that in case of redemption from sale, such rents, issues and profits, when collected, may be applied toward the payment of the indebtedness and costs herein mentioned and described. And the Mortgagor covenants and agrees to deliver up possession of said complaint or counter claim is filed to foreclose this mortgage, or if the owner of the note secured hereby, finds it necessary to protect his rights herein in any court proceeding, the mortgagor covenants and agrees to pay reasonable Attorney's fees and all costs and expenses incurred in and about such suit or suits including the expense of an examination of the records or of writing up the abstract of title and the same are hereby made a lien upon said premises and may be recovered and entered up in a decree of foreclosure and collected in the same manner as the other money secured by this mortgage.

Dated this 25th day of February, 2009.

  
William Burke, Trustee of the William  
Burke Revocable Trust, dated June 12,  
2008  
  
Catherine E. Burke

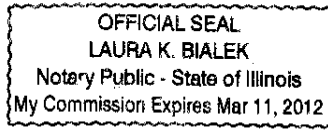
STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF Cook            )

I, the undersigned, a notary Public in and for the said County, in the State of Illinois, DO HEREBY CERTIFY that William Burke and, personally known to me to be the same persons whose name is/are subscribed to the foregoing instrument, appeared before me this day, in person and  
Catherine E. Burke

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acknowledged that she/he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 25<sup>th</sup> day of February, 2009.



Laura K Bialek (Seal)  
Notary Public

My commission expires:

After recording return to: *Prepared By:*  
James F. Bishop, 550 Woodstock Street, Crystal Lake, IL 60014  
C:\JFB\NorthWest Mortgage\NOTGAGE.doc

Return to:  
Fox Title Company  
423 South Second Street  
St. Charles, IL 60174

Property of Cook County Clerk's Office