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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



0908254003

Doc#: 0908254003 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/23/2009 02:06 PM Pg: 1 of 4

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 26-18-406-041-0000

Address:

Street: 11030 Greenbay Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60617

Lender: Edward Sheldon & Darlene Sheldon

Borrower: Patrick J. McCafferty & Eileen T. McCafferty, as Trustees of McCafferty Family Trust

Loan / Mortgage Amount: \$25,000.00

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: 702C3B10-D9B5-4C22-A815-225E31F497CD

Execution date: 01/29/2009

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Prepared by and mail to:
Lorenzini & Associates, LTD.
Christopher V. Unger, Esq.
15122 S. Indian Boundary Road
Plainfield, IL 60544

MORTGAGE

This Mortgage is given by **Patrick J. McCafferty and Eileen T. McCafferty, as trustees of the McCafferty Family Trust dated February 23, 2003**, hereinafter called Borrower, of 11030 Greenbay Avenue, Chicago, IL 60617 to **Edward Sheldon and Darlene A. Sheldon, as joint tenants**, hereinafter called Lender, which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of **\$25,000.00** together with interest thereon computed on the outstanding balance all as provided in a Note having the same date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage. All payments due under the Note shall, if not sooner paid in accordance with the terms thereof, become due and payable on March 1, 2010.

In consideration of the loan made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant, mortgage and convey to Lender the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described in Exhibit A attached hereto and made a part hereof and having a street address of:

11030 Greenbay Avenue, Chicago, IL 60617

Tax ID: 26-18-406-041-0000

(Attach Property Description)

Borrower further covenants and agrees that:

1. No superior mortgage or the note secured by it will be modified without the consent of Lender hereunder.

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2. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.

3. As additional security hereunder, Borrower hereby assigns to Lender, Borrower's rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.

4. In the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

5. In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.

6. This Mortgage is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.

7. Borrower shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lender and the Lender shall be a named insured as its interest may appear.

8. Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.

9. Borrower further covenants and warrants to Lender that Borrower is indefeasibly seized of said land in fee simple; that Borrower has lawful authority to mortgage said land and that said land is free and clear of all encumbrances except: NONE.

Executed under seal this 29th day of January, 2009,

X

 Patrick J. McCafferty,
 as trustee

Eileen T. McCafferty

 Eileen T. McCafferty,
 as trustee

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Exhibit "A" (Legal Description)

**LOT TWELVE (12) (EXCEPT THE NORTH 20 FEET THEREOF),
LOT THIRTEEN (13) AND THE NORTH 3-1/3 FEET OF LOT
FOURTEEN (14) IN BLOCK TWO (2) IN RUSSELL'S SUBDIVISION
OF THAT PART LYING EAST OF THE CALUMET RIVER OF THE
SOUTH HALF (1/2) OF SECTION 18, TOWNSHIP 37 NORTH,
RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.**

Property of Cook County Clerk's Office