

# UNOFFICIAL COPY

Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption



0908418014

Doc#: 0908418014 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 03/25/2009 10:32 AM Pg: 1 of 5

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN:** 14-32-227-022-0000

**Address:**

**Street:** 2052 NORTH DAYTON

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60614

**Lender:** PAUL HOOKER

**Borrower:** MATTHEW HOOKER

**Loan / Mortgage Amount:** \$1,020,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

**Certificate number:** 4DE287F4-7D20-49DA-AC9A-5C423D6B0973

**Execution date:** 03/10/2009

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THIS INSTRUMENT PREPARED  
BY AND SHOULD BE MAILED TO:

LLOYD E. GUSSIS  
ATTORNEY AT LAW  
2536 NORTH LINCOLN  
CHICAGO, IL 60614

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on March 10, 2009. The mortgagor is Matthew Hooker, a bachelor (hereinafter called the "Borrower"). This Security Instrument is given to Paul Hooker (hereinafter called the "Lender"). Borrower owes Lender the total principal sum of One Million Twenty Thousand (\$1,020,000.00) Dollars, which debt is evidenced by Borrower's two Notes, one Note being in the amount of Seven Hundred Seventy Thousand (\$770,000.00) Dollars and the second Note being in the amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars, said Notes being dated the same day as this Security Instrument and are due in full, if not sooner paid, on February 28, 2018 and February 28, 2012 respectively, as more fully set forth in the Notes. This Security Instrument secures to Lender: (a) the repayment of the debts evidenced by the Notes with interest; (b) the payment of all other sums, with interest, which may be due under the Notes; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Notes. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the real estate commonly known as 2052 North Dayton, Chicago, Illinois, with the improvements thereon, including all heating, air conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Chicago, County of Cook, in the State of Illinois, legally described in Exhibit "A" attached hereto and made a part hereof hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

PTIN: 14-32-227-022-0000

Address of Premises: 2052 North Dayton, Chicago, Illinois

The Borrower covenants and agrees as follows: (1) to pay said indebtedness and the interest thereon as set forth in the Notes or according to any agreement extending time of payment; (2) to pay when due each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefore; (3) within sixty (60) days after destruction or damage to rebuild or restore the improvements located on the real estate that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; and (5) to keep the real estate in-

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sured, with loss clause payable to the holder of this mortgage, which policies shall be left and remain with the holder of this mortgage indebtedness until this indebtedness is fully paid.

IN THE EVENT of failure to so insure or pay taxes or assessments, the Lender or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessment, or discharge or purchase any tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time; and all money so paid, the Borrower agrees to repay immediately, without demand, and the same with interest thereon as set forth in the Notes.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole indebtedness, including principal and interest shall, at the option of the legal holder hereof, without notice, become immediately due and payable, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Borrower that all expenses and disbursements, paid or incurred in behalf of plaintiff in connection with the foreclosure hereof, including reasonable attorneys' fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree, shall be paid by the Borrower, and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantee or any holders of any part of said indebtedness, as such, may be a party, shall be paid by the Borrower. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorneys' fees, have been paid. The Borrower, for the Borrower and for the heirs, executors, administrators and assigns of the Borrower, waives all right of possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Mortgage, the court in which such complaint is filed, may at once and without notice to the Borrower or to any party claiming under the Borrower, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

Witness the hand and seal of the Borrower the day and year first above written.

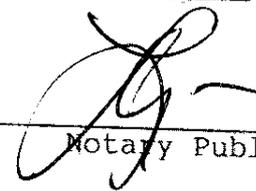
  
 \_\_\_\_\_ (SEAL)  
 Matthew Hooker

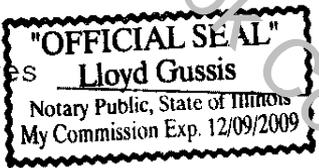
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STATE OF ILLINOIS        )  
   )   SS  
 COUNTY OF COOK         )

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

GIVEN under my hand and notarial seal this 10<sup>th</sup> day of March, 2009.

  
 \_\_\_\_\_  
 Notary Public



My commission expires \_\_\_\_\_

Property of Cook County Clerk's Office

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LOT 3 (EXCEPT A STRIP OF LAND OFF THE SOUTH SIDE OF SAID LOT 3, 48-1/10 FEET LONG AND 3-7/8 INCHES WIDE AT THE WEST END THEREOF AND 2-3/4 INCHES WIDE AT THE EAST END THEREOF) IN BLOCK 7 IN CUSHMAN'S SUBDIVISION OF BLOCK 4 OF SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 14-32-227-022-0000

Commonly known as: 2052 N. DAYTON STREET  
CHICAGO, Illinois 60614

Property of Cook County Clerk's Office