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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



0912545078

Doc#: 0912545078 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/05/2009 09:51 AM Pg: 1 of 7

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN: 06-13-417-007-0000**

Address:

Street: 217 Judy Lane

Street line 2:

City: Streamwood

State: IL

ZIP Code: 60107

Lender: PJ & MR Investments, LLC

Borrower: Kirti Sheth

Loan / Mortgage Amount: \$150,000.00

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: 59EA3A30-AD05-4FCA-A3EC-7683080F075D

Execution date: 04/22/2009

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MORTGAGE

THIS MORTGAGE is made this 16th day of April, 2009, by **KIRTI SHETH**, having an address of 6326 Fairfield, Chicago, IL 60659 (hereinafter referred to as the "Mortgagor") and given to **PJ & MR INVESTMENTS, LLC.**, a Delaware limited liability company, having an address of 6677 N. Lincoln Ave., Ste. 410, Lincolnwood, IL, 60712 (hereinafter called Mortgagee).

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee as evidenced by a certain Promissory Note (the "Note") of the Mortgagor of even date herewith payable to the order of the Mortgagee in the principal sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) becoming due twelve (12) months from the date hereof. Said note provides maturity of the entire indebtedness on default, and other provisions in said Note more fully set out.

NOW, THEREFORE, the Mortgagor for better securing the payment of said principal sum and interest and the performance of the covenants and agreements herein contained do by these presents mortgage and warrant unto the Mortgagee, its successors and assigns the real estate situated in the County of Cook, and the State of Illinois, commonly known as 217 Judy Lane, Streamwood, IL 60107 and legally described on Exhibit A, attached hereto and made a part hereto, together with all and singular the tenements, hereditaments, easements, appendages and appurtenances thereunto belonging, and the rents, issues and profits thereof, which are hereby expressly assigned, and also all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupancy of the above-described real estate, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property including, but not being limited to, all screens, awnings, storm windows and doors, window shades, attached floor coverings, shrubbery, plants, motors, boilers, tanks, furnaces, radiators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning, and incinerating equipment of whatsoever kind and nature, except household and other furniture not specifically enumerated herein, and all of such equipment and articles hereafter therein or thereon, and all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this Mortgage.

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns, for the uses and purposes herein set forth and hereby expressly releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

AND THE MORTGAGORS COVENANT AND AGREE:

(1) To pay all monies hereby secured in the manner herein provided; (2) to pay prior to statutory delinquency in each year all taxes, assessments or other charges against said premises, or the Mortgagors or Mortgagee on account of the ownership thereof, which may be levied or

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assessed by the State of Illinois or any political subdivision or municipality thereof, and on demand to exhibit receipts therefor to the Mortgagee; (3) Not to commit or permit the waste of the premises; (4) to keep said premises in good repair and not to do, or permit to be done, upon said premises anything that may impair the value thereof or of the security intended to be effected by virtue of this instrument; (5) Not to suffer any lien of mechanics or material-men, or other liens, to attach to said premises; (6) Not to use or by any grant, lease license, or otherwise, permit the use of said described premises or any part thereof in or for the sale of intoxicating liquors or narcotics, or for any purpose in violation of any law or ordinance now in force or hereafter enacted which would or might render said premises or any part thereof an abatable nuisance; result in any injunction or restraining order against the use of the same or any part thereof, subject any owner of said premises or other person interested therein to any penalty or claim for damages, or said premises or any part thereof to any judgment or other lien; (7) To keep all buildings at any time on said premises continuously insured against loss by fire, lightning and tornado, and such other hazards as Mortgagee may require, in such amounts and companies as from time to time shall be satisfactory to the Mortgagee, the policy or policies therefor to be delivered to and kept by the Mortgagee and to contain the latest and most approved form of mortgage clause making loss, if any, payable to the Mortgagee.

In the event that the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which such insurance is held, the amounts payable pursuant to the contract of insurance to the extent of the indebtedness then remaining unpaid shall be paid to the Mortgagee, and, at its option, be applied to the debt or released for repairing or rebuilding the premises.

In the event of the refusal or neglect of the Mortgagors to pay said taxes, assessments or other charges as aforesaid, to keep said premises in repair, to keep said premises free from mechanic's and other liens, or to so insure said premises, the Mortgagee may pay such taxes and assessments, and may pay any other monies necessary to protect the lien of this Mortgage or other charges, or redeem from any sale or forfeiture arising therefrom, make such repairs to said premises as in its discretion it may deem necessary for the property preservation thereof, disburse the monies necessary to discharge any such mechanic's or other lien, or procure such insurance, and any monies so paid or expended the Mortgagors agree to repay immediately without demand and the same, together with interest thereon at the rate of ten percent (10%) per annum from date of payment, shall be so much additional indebtedness secured hereby.

In the event of failure to make any of said payments as aforesaid, or of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including all principal, earned interest and payments to be made under the provisions hereof, shall at the option of the legal holder of the said note, without notice, become immediately due and payable, and with interest thereon from the time of such breach at the rate of ten percent (10%) per annum shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms; or, during any forbearance of foreclosure the said Mortgagee, its successors or assigns, or the authorized agent thereof, at its or their election, may at once after any such default enter said premises and take possession thereof and of the rents, issues and profits thereof, either with or without process of law, and collect, receive and apply such income to like purposes as hereinafter provided in case of receivership after suit.

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The Mortgagors expressly waive all right to the possession of and income from said premises pending such foreclosure proceedings and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any complaint to foreclose this mortgage deed, and without notice to the said Mortgagors or their successors in interest, and without regard to the value of said premises or the solvency of the Mortgagors or any subsequent owner of said premises, a receiver shall and may at once be appointed by the court in which such complaint is filed, to take possession or charge of said premises and lease, manage and control the same with the usual powers of receiver in chancery and any additional powers herein granted or by statute provided, for and during the pendency of such foreclosure suit, and in case of sale and a deficiency, during the full period of redemption; and during such period collect all the rents, issues and profits of said premises and from the same pay all costs, taxes and assessments thereon levied and payable either prior or subsequent to the commencement of such suit, repairs, insurance and other items necessary for the protection and preservation of said property or security, including the payment and discharge of mechanic's or other liens superior to the lien hereof, and the balance apply to the payment and satisfaction of any deficiency under such foreclosure proceedings.

All expenses and disbursements paid or incurred in behalf of the Mortgagee or the legal holder of the said note in connection with the foreclosure of this mortgage, including reasonable attorney's fees to be fixed by the court in which proceedings are pending, outlays for documentary evidence, advertising, stenographer's charges, costs of procuring or completing an abstract showing the whole title to said premises from the United States down to and including the foreclosure decree, and the Master's Certificate of Sale, if any, and costs and charges for all forms of insurance provided for in this deed, to cover the full period allowed by law for redemption, and any and all expenses and disbursements of a similar character, or otherwise occasioned by any suite or proceeding wherein said Mortgagee or the legal holder of the said note shall be a party as such, including a reasonable attorney's fee in case the said note shall be placed in the hands of an attorney for collection or in case said Mortgagee may be a part in any other proceeding by reason of this mortgage or in protection of said security, shall be paid by the Mortgagors, and all such expenses and disbursements, together with any and all money expended under the provisions of this deed shall be an additional charge and lien upon the premises described herein and shall be added to and made a part of the sum that shall be adjudged to be due and owing under the provisions hereof, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor this deed be released, until all such expenses and disbursements and costs of suit, such reasonable attorney's fees, and any and all other monies expended to preserve the lien created by this deed, shall have been fully paid.

It is expressly agreed that no extension of the time for payment of the debt hereby secured or any part thereof, given by the Mortgagee to any successor in interest of the Mortgagors, shall operate in any manner to affect or release the original liability of the Mortgagors.

The unpaid balance of principal and interest hereby secured shall, at the option of the Mortgagee, become due and payable if the premises or any part hereof shall be conveyed, assigned or otherwise disposed of by the Mortgagor; the principal may be prepaid subject to any limitation of said right specified in said note.

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It is further expressly agreed that neither the Mortgagee, nor any of its agents or attorneys, nor the holder or holders of the Note hereby secured, shall incur any personal liability on account of anything that it, he or they may do or omit to do under the provisions of this instrument, except in case of its, his or their own willful default or act.

The invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this instrument shall not affect the remaining portions thereof, or any part thereof, and in case of any such invalidity, this instrument shall be construed as if such invalid covenants, phrases, clauses, sentences or paragraphs had not been inserted herein.

Time shall be of the essence of all covenants herein contained, and all said covenants and agreements shall bind and the benefits and advantages thereof shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used herein, the word "Mortgagors" shall refer to all of the above grantors, the word "Mortgagee" shall include the holder or holders of the Note hereby secured as in the case the same may legally apply, the plural number shall include the singular, the singular the plural and the masculine gender shall include the feminine; all dower rights of either of the grantors herein are hereby expressly released and conveyed.

The undersigned acknowledges receipt of a copy of this Mortgage and all other documents forming a basis of this transaction. It is further expressly acknowledge that each person signing this Mortgage: (i) understands that the Mortgage contains legally binding provisions; (ii) is advised, and has had the opportunity, to consult with that person's own and independent attorney other than the drafter of this Mortgage; and (iii) has either consulted with that person's own attorney, or has consciously decided not to consult with his or her own attorney.

[signatures appear on the following page; this space is intentionally left blank]

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IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly signed, sealed and delivered the day and year above written.

MORTGAGOR:

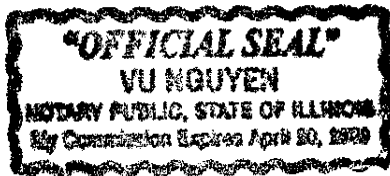
Kirti Sheth
KIRTI SHETH

STATE OF ILLINOIS)
) SS
COUNTY OF COOK

The undersigned, a notary public in and for the above county and state, certifies that **KIRTI SHETH**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person, and acknowledged that he signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

Dated this 20th day of April, 2009.

[Signature]
Notary Public



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT "A"

Legal Description

Lot 664 in Glenbrook Unit No. 7, being a subdivision of part of the South 1/2 of Section 13, Township 41 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded April 16, 1971 as Document Number 21451164, in Cook County, Illinois.

PIN: 06-13-417-007-0000

Address: 217 Judy Lane, Streamwood, IL 60107

Property of Cook County Clerk's Office