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Doc#: 0917347053 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/22/2009 12:03 PM Pg: 1 of 5

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 29-31-117-006-0000

Address:

Street: 2310 MAPLE ROAD

Street line 2:

City: HOMEWOOD

State: IL

ZIP Code: 60430

Lender: LAURIE K. LORTZ-GOTT

Borrower: JAMES R. GOTT

Loan / Mortgage Amount: \$23,907.00

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: 9CC7EFDB-2FCF-4C12-BC61-290002A2DBC

Execution date: 03/25/2009

UNOFFICIAL COPY**NOTE**

\$23,907.00

March 13, 2009

FOR VALUE RECEIVED, the undersigned, James R. Gott, hereinafter called the Borrower, promises to pay to Laurie K. Lortz-Gott, or order, the principal sum of \$23,907.00, without interest. Principal shall be payable at Homewood, Illinois, or at such other place as the Noteholder may designate, the initial payment being tendered at the re-finance closing scheduled on or about March 13, 2009 in the amount of ten thousand (\$10,000.00) dollars and then in consecutive monthly installments of three hundred eighty-six (\$386.31) and 31/100 dollars, on the 1st day of each month beginning April 1, 2009. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid or for thirty-six (36) months.

13,907.16

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding thereon shall at once become due and payable at the option of the Noteholder. The date specified shall not be less than thirty days from the date such notice is mailed. If suit is brought to collect this Note, the Noteholder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower may at any time prepay in whole or in part, any principal due and owing on this Note.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Noteholder. Any notice to the Noteholder shall be given by mailing such notice by certified mail, to the Noteholder at a address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage between the Borrower and Noteholder hereof, bearing even date herewith, and affecting the real estate located at and commonly known as 2310 Maple Road, Homewood, Illinois.

The Borrower waives presentment, demand, notice of dishonor, protest and all other notices and demands in connection with the enforcement of Noteholder's rights hereunder, and hereby consents to, and waives notice of (i) any renewals, extensions and modifications hereof which do not increase the unpaid principal amount hereof, and (ii) the release, with or without consideration, of any of the undersigned or of any collateral. Any failure of the Borrower to exercise any right available hereunder or otherwise shall not be construed as a waiver of the right to exercise the same or any other right at any other time. The validity and construction of this note shall be governed by the laws of the State of Illinois.


James R. Gott

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MORTGAGE

This Mortgage is made this 25th day of March, 2009, between the Mortgagor, James R. Gott, divorced and not since remarried, and the Mortgagee, Laurie K. Lortz-Gott.

The Mortgagors, in order to secure a certain indebtedness evidenced by a Note of even date herewith to the Mortgagee in the principal sum of \$23,907.00, providing for payments beginning on the 1st day of April, 2009, and continuing on the 1st day of each month following thereafter until the entire indebtedness evidenced by such Note is fully paid, does hereby mortgage and warrant to the Mortgagee the following described real estate situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights under, and by virtue of the Homestead Exemption Laws of the State of Illinois:

SEE ATTACHED LEGAL DESCRIPTION

Property address: 2310 Maple Road, Homewood, Illinois

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, all of which are declared to be part of the real estate whether physically attached thereto or not; and also together with all easements, rent issues, profits of the premises which are hereby pledged, assigned and transferred to the Mortgagee whether now due or hereinafter to become due under or by virtue of any lease or agreement for the use of occupancy of the property or any part thereof, whether such lease or agreement is written or verbal and whether it is now or may be hereafter existing.

Provided always, that if Mortgagor pays to the Mortgagee the Note aforesaid bearing even date herewith and shall pay all sums payable thereunder and perform, comply with, and abide all of the stipulations, agreements, conditions and covenants of the aforesaid Note and this Mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses, including reasonable attorneys fees that Mortgagee may incur in collecting monies secured by this Mortgage and also enforcing this Mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Mortgage discontinued at any time prior to the later of: (a) Such other period as applicable

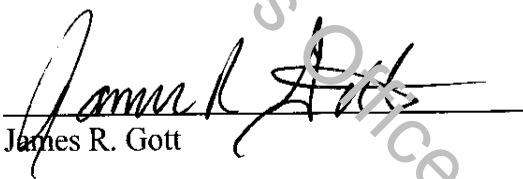
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law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in this Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that Mortgagor (a) pay Mortgagee all sums which then would be due under this Mortgage and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreement; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's rights in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Mortgagor, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

Mortgagee shall give notice to Mortgagor prior to acceleration following Mortgagor's breach of any covenant or agreement in this Mortgage. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Mortgagor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in this notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage. Mortgagor shall pay any recordation costs.

Executed at Homewood, Illinois, on the date and year first written above.


James R. Gott

