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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Doc#: 0917634058 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/25/2009 02:00 PM Pg: 1 of 6

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 10-21-123-008-0000

Address:

Street: 5323 Wright Terrace

Street line 2:

City: Skokie

State: IL

ZIP Code: 60077

Lender: Mariano A. Santos as Trustee

Borrower: David J. Santos and Marlyn J. Santos

Loan / Mortgage Amount: \$300,000.00

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: 20E3BF0A-E529-4980-856C-E7F31733C76B

Execution date: 09/18/2008

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MORTGAGE

Prepared by and after
recording mail to:

Marshall Richter
Attorney at Law
5225 Old Orchard Rd. #30
Skokie, IL 60077

THIS MORTGAGE (the "Instrument" or "Mortgage"), dated September 18, 2008, is made by DAVID J. SANTOS, a bachelor and MARLYN J. SANTOS, an unmarried woman, (hereinafter referred to as "Borrower" and "Mortgagor"), in favor of MARIANO A. SANTOS AS TRUSTEE OF THE MARIANO A. SANTOS LIVING TRUST (hereinafter referred to as "Lender" and "Mortgagee"), whose address is 4916 W. Dempster, Skokie, IL 60077.

WITNESSETH, that to secure the payment of an indebtedness in the amount of \$300,000.00 lawful money of the United States, to be paid with interest thereon according to a certain mortgage note (the "Note") bearing even date herewith, which provides for monthly payments, with the full indebtedness, if not paid earlier, to be payable on **September 1, 2038** (the "Balloon Date") as well as any extension, modification, renewal or substitution thereof the Mortgagor hereby mortgages, conveys and transfers to the Mortgagee all of Mortgagor's right, title and interest in the property (the "Land") situated in Cook County, State of Illinois, commonly known as:

PROPERTY ADDRESS: 5323 WRIGHT TERRACE, SKOKIE, IL 60077 and all personal property thereon or utilized in connection therewith. PIN 10-21-123-008-0000 and 10-21-123-009-0000.

LEGAL DESCRIPTION:

SEE ATTACHED LEGAL DESCRIPTION

Together with all improvements now or hereafter located thereon;

Together with all easements, rights-of-way and rights used in connection therewith or with a means of access thereto and all tenements, hereditaments and appurtenances thereto;

Together with all right, title and interest in the Borrower in and to any and all fixtures and all furniture, equipment and other personalty (excluding inventory goods) customarily located on, in or upon said real property, including but not limited to all partitions, security devices, carpeting, rugs, lighting fixtures, heating and cooling equipment, appliances and machinery used in the operation of the business conducted on said real property, as well as any and all additions, substitutions, replacements and proceeds thereto or therefrom, (collectively referred to herein as "Personalty"); and

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Together with all right, title and interest of the Borrower in and to any and all leases, now or hereafter on or affecting the property described above; and

Together with the rents, issues and profits of such real property, with full and complete authority and right in Noteholder in case of default of this Mortgage to demand, collect, receive and receipt for such notes, issues and profits.,

Together with the real property legally described above, together with the improvements thereon, the rights therein, the appurtenances thereto, the Personalty on, in, upon, attached to or installed therein, the rents, issues and proceeds thereof, the present and future estates and interest of Mortgagor therein (collectively referred to as the "Mortgaged Premises").

And the Mortgagor covenants with the Mortgagee as follows:

1. Payment of Indebtedness

The Mortgagor will promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note, and all other sums secured by this Instrument, and will otherwise duly comply with the terms thereof.

2. Title to Land.

Mortgagor represents and covenants that (i) Mortgagor is seized of a Fee Simple Estate in the Land and the improvements, and that the Land is free and clear of all liens and encumbrances, other than easements, covenants, and restrictions of record which are acceptable to the Mortgagee, (ii) Mortgagor has full legal power, right and authority to mortgage, pledge and convey the Fee Simple Estate and (iii) this Mortgage creates a first lien on the Fee Simple Estate, subject only to easements, covenants, and restrictions of record which are acceptable to the Mortgagee.

3. Application of Payments

Unless applicable law provides otherwise, all regular monthly payments or all other payments received by Mortgagee from Mortgagor under the Note or this Instrument shall be applied by Mortgagee in the following order of priority: (i) to all costs and expenses, including reasonable attorney's fees, incurred by the Mortgagee pursuant to the terms of the Note or this Instrument; (ii) to any and all amounts of interest payable on any and all advances and expenses made by the Mortgagee or on any other indebtedness due to the Mortgagee pursuant to the Note and this Instrument; (iii) to any and all advances made by the Mortgagee or any other indebtedness due to the Mortgagee pursuant to the Note and this Instrument; (iv) to any and all late charges due to the Mortgagee as provided in the Note; (v) to any and all amounts of interest payable on the Note; and (vi) to any and all amounts of principal due under the Note.

4. Maintenance of Mortgaged Premises Changes and Alteration

A. The Mortgagor shall maintain, or cause to be maintained, the Mortgaged Premises in good repair, working order and condition and make, or cause to be made, as and when necessary, all repairs, renewals, and replacements, structural and non-structural, exterior and interior, ordinary and extraordinary. The Mortgagor shall refrain from, and shall not permit, the commission of waste in or about the Mortgaged Premises and shall not remove, demolish, alter, change or add to the structural character of any improvement at any time erected on the Mortgaged Premises without the prior written consent of the Mortgagee, except as hereinafter

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otherwise provided.

B. The Mortgagor may, in its discretion and without the prior written consent of the Mortgagee, any time and from time to time, make, or cause to be made reasonable changes, alterations or additions, structural or otherwise, in or to the Mortgaged Premises, which are suitable to the Mortgaged Premises.

C. The Mortgagor may, in its discretion and without the prior written consent of the Mortgagee, any time and from time to time, remove and dispose of any Personalty, now or hereafter constituting part of the Mortgaged Premises which, in the reasonable opinion of Mortgagor, becomes inefficient, obsolete, worn out, unfit for use or no longer useful in the operation of the Mortgaged Premises or the business conducted thereon, provided the Mortgagor promptly replaces such Personalty, and title to such replacements to be free and clear of all other liens and encumbrances and subject to a first lien hereunder. If any Personalty, which becomes inefficient, obsolete, worn out, unfit for use or no longer useful in the operation of the Mortgaged Premises or the business conducted thereon, shall be removed and disposed of in compliance herewith, the proceeds of a sale, if any, may be retained by the Mortgagor.

5. Insurance

A. The Mortgagor shall maintain the following insurance coverage with respect to the Mortgaged Premises:

(i) Insurance against loss of or damage to the Mortgaged Premises by fire and such other risks as are customarily insured against in the area in which the Mortgaged Premises are located, including but not limited to, risks insured against under extended coverage policies with all risk and difference in conditions endorsements, in each case in amounts at all times sufficient to prevent the Mortgagor from becoming a co-insurer under the terms of the applicable policies and, in any event, in amounts not less than the greater of (i) the principal balance remaining outstanding from time to time on the Note and (ii) the full insurable value (as hereinafter defined) of the Mortgaged Premises, as determined from time to time.

(ii) Comprehensive general liability insurance against any and all claims (including all costs and expenses of defending the same) for bodily injury or death and for property damage occurring upon, in or about the Mortgaged Premises and the adjoining streets or passageways in such respective amounts which the Mortgagee shall from time to time reasonably require, having regard to the circumstances and usual practice at the time of prudent owners of comparable properties in the area in which the Mortgaged Premises are located;

(iii) Such other insurance as is customarily purchased in the area for similar types of business, in such amounts and against such insurable risks, as from time to time may reasonably be required by the Mortgagee, including, but not limited to, those amounts required from contractors and subcontractors under a construction loan agreement.

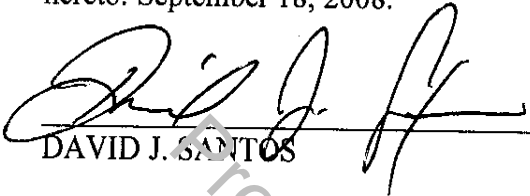
The term "full insurable value" as herein shall mean actual cash value, i.e., replacement cost, exclusive of costs of excavation, foundations and footings below the lowest basement floor or mortgage indebtedness, whichever is greater.

B. The Mortgagor may effect for its own account any insurance not required under the

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provisions of subparagraph A hereof, but any insurance effected by the Mortgagor on the Mortgaged Premises, whether or not required under this Mortgage, shall be for the benefit of the Mortgagee and the Mortgagor, as their interests may appear, and shall be subject to the provisions of this Mortgage.

IN WITNESS WHEREOF, Mortgagor has caused the Mortgage to be executed and attested hereto. September 18, 2008.



DAVID J. SANTOS

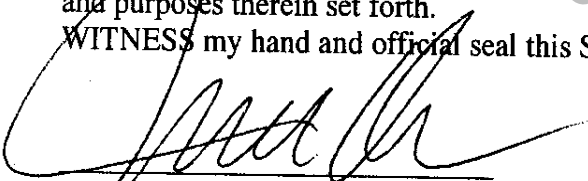


MARLYN J. SANTOS

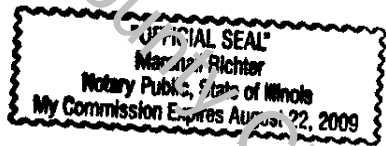
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

THE UNDERSIGNED a Notary Public in and for said county and state, do hereby certify that DAVID J. SANTOS, a bachelor and MARLYN J. SANTOS are the persons whose name are subscribed to the foregoing instrument, they appeared before me this day in person and that she signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and official seal this September 18, 2008.



Notary Public



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Lot 44 and 45 in Lincoln Avenue Highland "L" Subdivision First Addition, being a subdivision in the Northwest 1/4 of Section 21, Township 41 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

COMMONLY KNOWN AS: 6323 Wright Terrace, Skokie, Illinois 60077

PARCEL NO.: 10-21-123-008 and 10-21-123-009

Property of Cook County Clerk's Office