

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program



Doc#: 0936318064 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/29/2009 03:32 PM Pg: 1 of 3

### Certificate of Exemption

**Report Mortgage Fraud**  
**800-532-8785**

The property identified as: **PIN: 20-29-224-004-0000**

**Address:**

**Street:** 7407 S. Racine Avenue

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60636

**Lender:** XEZ, Inc.

**Borrower:** Ivory W. Lee

**Loan / Mortgage Amount:** \$22,500.00

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:** 858F5289-0F24-4729-9B50-B9D81FEB1E2E

**Execution date:** 09/28/2009

3/24

**UNOFFICIAL COPY****MORTGAGE**

By Individual to Corporation Form 1498

**THIS INDENTURE WITNESSETH,**That the Mortgagor **Ivory W. Lee****1214 E. 167th St.**of the **Village of South Holland**County of **Cook**and State of **Illinois****MORTGAGES AND WARRANTS to**  
**XEZ, Inc.****7250 N. Cicero****Suite 100****Lincolnwood, IL 60712**

THE ABOVE SPACE FOR RECORDER'S USE ONLY

a corporation duly organized and doing business under and by virtue of the laws of the State of **Illinois**having its principal office in the **Village**of **Lincolnwood**

County of

and State of **Illinois**

to secure the payment of a certain indebtedness evidenced by

**Real Estate Mortgage Installment Note**dated **September 28, 2009****THE FOLLOWING DESCRIBED REAL ESTATE, to-wit: LOT 35 IN BLOCK 2 IN J.H. CLOUGH'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 149 FEET THEREOF), IN COOK COUNTY, ILLINOIS.****Permanent Index Number: 20-29 224 004-0000****Property Address: 7407 S. Racine Ave., Chicago, Illinois 60636**situated in the **City** of **Chicago** County of **Cook** and State of **Illinois** hereby releasing and waiving all rights under and by virtue of the homestead exception laws of the State of **Illinois** and all right to retain possession after a breach in any of the covenants herein.

**The Mortgagor(s)** covenant(s) and agree(s) as follows: (1) to pay said indebtedness, and the interest thereon, as herein and in said notes and coupons provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of July in each year, all taxes and assessments against said premises, and on demand, to exhibit receipts thereof, (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings at any time on said premises insured by extended coverage insurance and insured against loss by fire, in companies to be approved by the said mortgagee to the full insurable value thereof, with the usual mortgage clauses attached, in favor of, and deliver all such policies to said mortgagee;

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and (6) not to suffer any mechanics or other lien to attach to said premises. In the event of failure so to insure, or pay taxes or assessments, the mortgagee, or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or tile effecting said premises, and all money so paid, the mortgagor(s) agree(s) to repay immediately without demand, and the same, with interest thereon from the date of payment at seven per cent per annum, shall be so much additional indebtedness secured hereby.

**In the Event** of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, with interest thereon from time of such breach, at the highest rate of interest allowed by law 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 mortgagor that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure hereof - including ----- Dollars. solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title to said premises embracing foreclosure decree - shall be paid by the mortgagor(s); and the like expenses and disbursements, occasioned by any suitor proceeding wherein the mortgagee, as such, maybe a party, shall also be paid by the mortgagor(s). 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 proceeding; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor are release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees, have been paid. The mortgagor(s) waives 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(s) that upon the filing of any bill to foreclose this Mortgage Deed, a Receiver shall and may at once be appointed to take possession or charge of said premises, and collect such income, and the same, less receivership expenditures, including repairs, insurance premiums, taxes, assessments and his commissions, to pay to the person entitled to a deed under the certificate of sale, or in reduction of the redemption money is said premises be redeemed.

**And it is Further Mutually Understood and Agreed**, By and between the said parties hereto, that the covenants and agreements herein contained or entered into hereby, shall apply to, and, as far as the law allows, be binding upon and be for the benefit of the heirs, executors, administrators and assigns of the said parties respectively.

**In Witness Whereof**, the said Mortgagor ha hereunto set his hand and seal at XEZ, Inc.  
this 28th day of September A.D. 2009

IVORY W. LEE

(SEAL)

(SEAL)

(SEAL)

STATE OF Illinois

Cook

County.

ss

I, \_\_\_\_\_ in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ivory W. Lee

personally known to me to be the same person(s) whose name he subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 28 day of

September A.D. 2009

Shirley A. Sellards

My Commission expires

9/18/13

