## **UNOFFICIAL COPY**

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1014134050 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/21/2010 11:19 AM Pg: 1 of 3

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 15-36-103-013-0000

Address:

Street:

208 Nuttall Road

Street line 2:

City: Riverside

State: IL

Lender: Smith Family L.P.

Borrower: Alexander C. Smith

Loan / Mortgage Amount: \$410,000.00

of Colling Clerks 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: A7B5D712-E394-401C-B165-9FEAD9A41D2C

Execution date: 05/20/2010

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#### **MORTGAGE**

MAIL TO: Smith Family Partnership c/o William L Smith, Jr. 10 S. LaSalle Street, Suite 2660 Chicago, Illinois 60603

PREPARED BY: Smith Family Partnership c/o William L Smith, Jr. 10 S. LaSalle Street, Suite 2660 Chicago, Illinois 60603



THIS MORTGAGE ("Security Instrument") is given on April 29, 2010. The Mortgagor is Alexander C. Smith, a married man ("Borrow'r"). This Security Instrument is given to the Smith Family L.P., which is organized and existing under the laws of the state of Illinois, and whose address is 10 S. LaSalle Street, Suite 2660, Chicago, Illinois 60603 ("Lender").

Borrower owes Lender the principal sum of Four Hundred Ten Thousand and Zero/100 U.S. Dollars (\$410,000.00). This debt is evidenced by Borro wer's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2020. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced by Lender for payment of and all governmental or municipal charges, fines, taxes, insurance, and impositions, for which the failure to otherwise pay on time would adversely affect Lender's interest in the Property; and (c) the Performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in Cook County, Illinois:

Legal Description:

LOT 985 IN BLOCK 18 IN THIRD DIVISION OF RIVERSIDE IN SECTION 36, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID Number: 15-36-103-013-0000

Street Address: 208 Nuttall Road, Riverside, Illinois 60546;

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred in to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER HEREBY releases and waives all rights under and by virtue of the Homestead Exemption

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Laws of the State of Illinois

Upon Payment of all sums secured by the Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument.

Dated this 29th Day of April, 2010.

Alexander C. Smith. Borrower

Kristen Anne Smith, a woman married to Alexander C. Smith, for purposes of releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois

STATE OF ILLINOIS,

SS.

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT

### ALEXANDER C. SMITH and KRISTEN ANNE SMITH

all personally known to me to be the same person(s) whose name(s) are succeibed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their 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 official seal, this \_

\_\_day of

2010.

OFFICIAL SEAL
JOHN ADAM POWERS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/18/13

NOTARY PUBLIC