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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

FIRST AMERICAN TITLE

ORDER # 20-38121



Doc#: 1018240044 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/01/2010 11:02 AM Pg: 1 of 6

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 17-16-401-017-1404

**Address:**

Street: 800 S Wells Street

Street line 2: Unit 547

City: Chicago

State: IL

ZIP Code: 60607

Lender: Sarfaraz and Anjum Niazi

Borrower: NorthSide Community Bank, as Trustee under Trust Agreement # 1001 dated March 2, 2010

Loan / Mortgage Amount: \$160,000.00

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: 8BB770D6-D088-4B29-A490-B02DEB4C9AEA

Execution date: 04/28/2010

S Y  
P 6  
S N  
SC Y  
INT AS

**UNOFFICIAL COPY****PURCHASE MONEY MORTGAGE  
Cook County**

THIS DOCUMENT PREPARED BY:

Michael A. Haber  
 Kalcheim, Haber, LLP  
 134 North LaSalle Street  
 Suite 2100  
 Chicago, Illinois 60602

AFTER RECORDING MAIL TO:

Sarfaraz & Anjum Niazi  
 20 Riverside Drive  
 Deerfield, Illinois 60015

**THIS INDENTURE WITNESSETH** that the Mortgagor, NorthSide Community Bank, as Trustee under Trust Agreement No. 1001 dated March 2, 2010, located at 5103 Washington Street, Gurnee, Illinois 60031, and State of Illinois, MORTGAGE and WARRANT to Mortgagees, Sarfaraz and Anjum Niazi, 20 Riverside Drive, Deerfield, Illinois 60015 of the County of Lake and State of Illinois, to secure the payment of a certain Promissory Note executed by NorthSide Community Bank as Trustee under Trust Agreement No. 1001 dated March 2, 2010 and Salmaan Ahmed, beneficiary of Trust Agreement No. 1001 of even date herewith, in the amount of One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00), bearing interest at the rate of Four Percent (4.0%) per annum, the following described real estate, to-wit:

**FIRST AMERICAN**File # 203821

## Parcel 1:

Unit 547 and Unit M-27 in the River City Private Residences as delineated on a survey of the following described real estate: parts of Blocks 85 and 86 in the School Section addition to Chicago, being a subdivision of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian and the filled old channel of the south branch of the Chicago River, taken as a tract; which survey is attached as an exhibit to the declaration of condominium recorded as Document Number 0010692223, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

## Parcel 2:

The exclusive right to the use of N/A a limited common element as delineated on the survey attached to the Declaration aforesaid recorded as Document Number 0010692223.

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**Parcel 3:**

Easements for ingress, egress, use and enjoyment for the benefit of parcels aforesaid and other property as created by amended and re-stated grant and reservation of easements pertaining to the project commonly known as River City, 800 South Wells Street, Chicago, Illinois, dated March 14, 2001 and recorded March 28, 2001 as Document Number 0010245091.

P.I.N. 17-16-401-017-1404 and 17-16-401-018-1027

Commonly known as: 800 S. Wells Street, Unit 547 and M-27, Chicago, Illinois 60607

The undersigned may prepay the principal amount outstanding in whole or in part at any time without penalty or premium.

In the event the Mortgagor transfers any right, title or interest in and to the real estate, then, at the option of the Mortgagee, the entire unpaid balance of the indebtedness shall, at once and upon written demand to the Mortgagor, become due and payable.

Mortgagor hereby releases and waives all rights under and by virtue of the Homestead and Exemption Laws of the State of Illinois, and the right to retain possession of said premises after any default in the payment of said indebtedness or breach of any of the covenants or agreements herein contained.

In the event that any payment of principal and/or interest is not made within thirty (30) days that same is due, which event shall constitute an "Event of Default" hereunder, or in the event of any default under the terms of the Promissory Note, the undersigned shall pay, during the period of such default, interest on the unpaid balance of indebtedness at the rate of 8% per annum.

But it is expressly agreed, that if default be made in the payment of said Promissory Note, or any part thereof or the interest thereon, according to its terms, or in case of waste or non-payment of taxes or assessments on said premises, or a breach of any of the covenants or agreements herein contained, then the whole of said indebtedness shall, at the option of the Mortgagee, their heirs or assigns, or any holder of said Promissory Note, become due and payable, and this Mortgage may be foreclosed; and in that event the Mortgagor, its heirs and assigns, agree to pay Mortgagee, their heirs or assigns, all costs and expenses, including attorneys' fees, incurred in prosecuting such foreclosure, and agree that the same shall become a part of the indebtedness secured hereby, and shall draw interest and be a lien on said premises the same as the said original indebtedness secured hereby, and be a part thereof, whether the said foreclosure shall be prosecuted to a decree or not; and on the foreclosure of this Mortgage there shall be included in the decree and paid out of the proceeds of sale of said premises reasonable attorneys' fees, and also taxes, assessments and other liens upon said premises paid by the Mortgagees or their heirs, or assigns; and in case the proceeds of such sale shall not be sufficient to satisfy in full the amount due upon such decree, the court may appoint a receiver to take possession of said premises and use or rent the same during the period of redemption, and apply the rents and profits in payment of such deficit until same is fully paid.

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It is also agreed that the Mortgagor, its heirs and assigns, shall pay all costs, expenses and attorneys' fees incurred by the Mortgagees or any holder of said Promissory Note who shall become party plaintiff or defendant to any suit, or proceeding by reason of being such holder of said Promissory Note or party hereto, and the same shall be a lien on said premises, and be included in any decree ordering sale of said premises, and paid out of the proceeds of such sale.

The Mortgagor further covenants to keep said premises constantly insured with some responsible insurance company, in the sum of not less than the replacement value, the loss, if any made payable to the Mortgagees as their interest may appear.

Any notice to be given or to be served upon any party hereto, in connection with this Note, must be in writing, and may be given by certified or registered mail and shall be deemed to have been given and received on the third (3<sup>rd</sup>) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. Such notices shall be given to the parties hereto as set forth below.

WITNESS our hand and seal this 26<sup>th</sup> day of April, 2010.

*Robin Kay Strick*

NorthSide Community Bank, as Land Trustee  
under Trust Agreement No. 1001, dated March 2, 2010

#### LENDERS:

Sarfaraz and Anjum Niazi  
20 Riverside Drive  
Deerfield, Illinois 60015

Executed and delivered by NorthSide Community Bank of Gurnee, not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property and its expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the undertakings and agreements herein made, are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by all other parties hereto, and those claiming by through or under them.

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STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK     )     SS.

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that NorthSide Community Bank, not individually, but as Trustee under Land Trust Agreement No. 1001 and dated March 2, 2010, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her 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 26<sup>th</sup> day April, 2010



Lynnette R. Bratzke  
Notary Public

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## EXHIBIT A

### LEGAL DESCRIPTION

**Legal Description: PARCEL 1:**

UNIT 547 IN THE RIVER CITY PRIVATE RESIDENCES AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARTS OF BLOCKS 85 AND 86 IN THE SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE FILLED OLD CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, TAKEN AS A TRACT; WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0010692223, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE EXCLUSIVE RIGHT TO THE USE OF N/A A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0010692223.

**PARCEL 3:**

EASEMENTS FOR INGRESS, EGRESS, USE AND ENJOYMENT FOR THE BENEFIT OF PARCELS AFORESAID AND OTHER PROPERTY AS CREATED BY AMENDED AND RE-STATED GRANT AND RESERVATION OF EASEMENTS PERTAINING TO THE PROJECT COMMONLY KNOWN AS RIVER CITY, 800 SOUTH WELLS STREET, CHICAGO ILLINOIS, DATED MARCH 14, 2001 AND RECORDED MARCH 28, 2001 AS DOCUMENT NUMBER 0010245091.

**PARCEL 4:**

UNIT M-27 IN THE RIVER CITY MARINA CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARTS OF BLOCK 85 AND 86 TAKEN AS A TRACT, IN THE SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE FILLED OLD CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0020244624, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 5:**

EASEMENTS FOR INGRESS, EGRESS, USE, ENJOYMENT, AND SUPPORT FOR THE BENEFIT OF PARCEL 4, AS SET FORTH IN AND CREATED BY THE AMENDED AND RESTATED GRANT AND RESERVATION OF EASEMENTS PERTAINING TO THE PROJECT COMMONLY KNOWN AS RIVER CITY RECORDED AS DOCUMENT NUMBER 0010245091, AS AMENDED FROM TIME TO TIME.

Permanent Index #'s: 17-16-401-017-1404 Vol. 0511 and 17-16-401-018-1027 Vol. 0511

Property Address: 800 South Wells Street, Unit 547 and M27, Chicago, Illinois 60607