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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1024254004

Doc#: 1024254004 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/30/2010 01:08 PM Pg: 1 of 5

Report Mortgage Fraud
800-532-8785

The property identified as: **PN:** 12-33-120-004-0000

Address:

Street: 10146 Dickens

Street line 2:

City: Melrose Park

State: IL

ZIP Code: 60164

Lender: Sergio Almodovar Jr. and Amanda Almodovar

Borrower: Sergio Almodovar III and Amaris Almodovar

Loan / Mortgage Amount: \$75,100.00

This property is located within the program area 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: 21D4CDE0-D012-4550-B0DB-16AB03F17FD5

Execution date: 08/26/2010

Property of Cook County Clerk's Office

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MORTGAGE (ILLINOIS)

Mail to:

SERGIO ALMODOVAR JR.
AMANDA ALMODOVAR

10518 NEVADA

MELROSE PARK, IL 60164

THIS MORTGAGE ("Security Instrument") is given on _____, ____ 2010. The Mortgagor is Sergio Almodovar III married to Amaris Almodovar, whose address is 10146 Dickens Melrose Park, Illinois 60164 ("Mortgagor"). This Security Instrument is given to Sergio Almodovar Jr. and Amanda Almodovar, whose address is 10518 Nevada, Melrose Park, Illinois 60164, as mortgagee ("Mortgagee"). Mortgagor owes Mortgagee the principal sum of SEVENTY FIVE THOUSAND ONE HUNDRED and 00/100 Dollar (U.S. \$75,100.00). This debt is evidenced by Mortgagor's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier is due and payable on _____. This Security Instrument secures to Mortgagee: (a) the repayment of debt evidenced by the Note; (b) the payment of all other sums, with interest advanced under paragraph 10 to protect the security of this Security Instrument; and (c) the performance of Mortgagor's covenants, and agreements under this Security Instrument and Note. For this purpose, Mortgagor does hereby mortgage, grant and convey to Mortgagee an interest in the following described property located in Cook County, Illinois:

LOT IN FREDERICK H. BARTLETTS LA GRANGE ROAD GARDEN FARMS BEING A SUBDIVISION OF PART OF NORTH 5/6 OF SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 3, 1939 AS DOCUMENT 12376999, IN COOK COUNTY, ILLINOIS.

Which has an address of 10146 Dickens, Melrose Park, Illinois, 60164.
 PIN: 12-33-120-004

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 be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BOROWER COVENANTS that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. Mortgagor warrants and

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will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

And the Mortgagor covenants with the Mortgagee, while this mortgage remains in force, as follows:

1. To pay said indebtedness and the interest thereon in the time and in the manner above provided.
2. To pay all taxes, assessments, water rates and other charges that may be levied or assessed upon or against said premises, within 30 days after the same shall become due and payable, and also to pay when due and payable any taxes upon the interest or estate in said lands created or represented by this mortgage, or by said indebtedness, whether levied against said Mortgagor or otherwise; and to immediately pay off any lien having or which may have precedence over this mortgage, except as herein stated, and to keep all the improvements erected and to be erected on said premises continually intact and in good order and repair, and to promptly pay for all repairs and improvements, and to commit or suffer no waste of said premises, and to permit or suffer no unlawful use thereof.
3. To keep the buildings and equipment on the premises insured against loss or damage by fire for the benefit of, with loss payable to, and in manner and amount approved by the Mortgagee, and deliver the policies as issued, to the Mortgagee with the premiums therefore paid in full.
4. And it is hereby stipulated and agreed by and between the parties hereto, that if default shall be made in the payment of taxes, assessments, water rates, liens, insurance or other charges upon said premises, or any part thereof, the Mortgagee, may, at its option, make payment thereof, and the amounts so paid, with interest thereon at the same rate as provided for the principal indebtedness from the date of such payment, shall be impressed as an additional lien on said premises, and shall be added to and become part of the indebtedness secured hereby, and shall become immediately due and payable; and that in case of the payment of taxes, assessments, water rates, liens, insurance or other charges upon said premises by the Mortgagee, as hereinbefore provided, the receipt or receipts of the proper officer or person for such payment in the hands of the Mortgagee shall be conclusive evidence of the validity and amount of items so paid by the Mortgagee.
5. And it is hereby stipulated and agreed by and between the parties hereto that if default shall be made in the payment of said principal sum or interest or any other sum secured hereby, or any part thereof, or in the payment of taxes, assessments, water rates, liens, insurance or other charges upon said premises, or any part thereof, at the time and in the manner herein specified for the payment thereof, or in the performance of any of the covenants and agreements herein contained, the entire indebtedness secured hereby remaining unpaid shall at once become due and collectible, if the Mortgagee so elects, and without notice of such election.

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6. That, in the event of the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may deal with such successor or successors in interest with reference to this mortgage, and the debt hereby secured in the same manner as with Mortgagor, without in any manner vitiating or discharging the Mortgagor's liability hereunder, or upon the debt hereby secured.

7. That power is hereby granted by the Mortgagor to the Mortgagee, if default is made in the payment of said indebtedness, interest, taxes, assessments, water rates, liens or insurance premiums, or any part thereof at the time and in the manner herein agreed, to grant, bargain, sell, release and convey the premises, with the appurtenances at public auction and to execute and deliver to the purchaser or purchasers, at such sale, deeds of conveyance, good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds to retain all sums due hereon, the costs and charges of such sale and the attorney fees provided by law, returning the surplus money, if any, to the Mortgagor or Mortgagor's heirs and assigns, and such sale or a sale pursuant to a decree in chancery for the foreclosure hereof may at the option of the Mortgagee be made *en masse*.

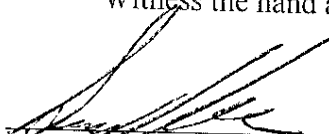
The covenants herein shall bind and the benefits and advantages insure to the respective heirs, assigns and successors of the parties.


TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the Purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The Name of a record owner is: Sergio Almodovar III

This mortgage consists of four pages. The covenants, conditions and provisions appearing on pages 1 thru 3 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagor(s), their heirs, successors and assigns.

Witness the hand and seal of Mortgagors the day and year first above written.

 (SEAL)
Sergio Almodovar III, Mortgagor

 (SEAL)
Amaris Almodovar, Mortgagor

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STATE OF ILLINOIS
COUNTY OF Cook SS

The undersigned, a Notary Public in and for said County in the State aforesaid,
DO HEREBY CERTIFY that Amaris Almodovar Rojas, is personally known to
me to be the same persons whose names are subscribed to the forgoing 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 waiver of the right of homestead.

Given under my hand and official seal this July 8, 2010

Delva R Santana
Notary Public



THIS INSTRUMENT PREPARED BY:

GUSTAVO H. SANTANA
ATTORNEY AT LAW
236 E. North Avenue
Northlake, IL 60164

Property of Cook County Clerk's Office