# **UNOFFICIAL COPY**

## Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption

Doc#: 1032754051 Fee: \$44.25 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 11/23/2010 03:03 PM Pg: 1 of 4

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 18-32-104-002-0000

Address:

Street:

7965 Bielby Lane

Street line 2:

City: LaGrange

Lender: Alfonso Gioia II and Heidi H. Gioia

Borrower: The Mees Family Trust dated July 19, 2009

Loan / Mortgage Amount: \$78,000.00

is tedri 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: 8AB4BE21-D378-45E1-9CD4-C991AC49C317

Execution date: 11/19/2010

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After Recording Return To:

Gregory F. Quinn
Quinn & Banton, LLP
14611 Manchester
Road Manchester, MO

Richtaw Law Edwhaw 2275 Church Rol Faroro, J. 605 92

Space Above This Line For Recording Data

### **MORTGAGE**

THIS INDENTURE WITNESSETH, that the Mees Family Revocable Trust Dated July 18, 2009 ("Mortgagor"), MORTGAGES and WARRANTS to Alfonso Gioia II and Heidi H. Gioia, husband and wife, ("Mortgagee") to secure a promissory note, executed by the Mees Family Revocable Trust Dated July 18, 2009 bearing the date of \_\_\_\_\_\_ August 3, 2010, payable to the order of Alfonso Gioia II and Heidi H. Gioia, husband and wife, in the amount of thirty-six thousand nine hundred sixty and 35/100 Eoliars (\$36,960.35) ("Initial Sum"), together with any future advances made by said Mortgagee in accordance with said promissory note up to a maximum of Seventy-Eight Thousand Dollars (\$78,600.00) in addition to said Initial Sum, for the following described real estate, to-wit:

## SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

Should the mortgagor at any time fail to make the payments required in the said promissory note, such failure shall constitute a default, and if the holder of the note is required to obtain legal representation for the collection of same, the mortgagor shall be responsible for the reasonable attorney fees and costs incurred by the holder of the note for the collection of same. In the event of any default under this mortgage, the entire indebtedness secured hereby shall become immediately due and payable at the option of the mortgagee, without notice, and this mortgage may be foreclosed accordingly.

\*\*\*\*\*\*FOLLOWING PARAGRAPH FOR JUNIOR MORTGAGES ONLY\*\*\*\*\*\*\*\*

Any default by the mortgagor hereunder in any payment or in the performance of any covenant or agreement of the mortgagor under the terms of any superior mortgage or mortgages, with respect to the real estate described herein shall also constitute a default under this mortgage.

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Then and in such event the entire indebtedness secured hereby shall become immediately due and payable at the option of the mortgagee, without notice, and this mortgage may be foreclosed accordingly.

The mortgagor hereof waives all right to homestead exemption in the property.

THE MEES FAMILY REVOCABLE TRUST DATED JULY 18, 2009 COUNTY OF COO On this 3 day of August, 2010, before me the undersigned, a Notary Public, in and for the County and State afo esaid, personally appeared Raymond J. Mees as Trustee of the Mees Family Revocable Trust Lated July 18, 2009, to me known to be the person described in and who executed the within Mortgage, and acknowledged that he executed the same for the purpose therein stated, including the release and waiver of the right of homestead. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in Cook County, the day and year last above written. My Commission expires: OFFICIAL SEAL PAMELA MENZIES Notary Public - State of Illinois My Commission Expires May 14, 2012

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### **EXHIBIT A**

### Parcel 1

Lot 35 in Mary F. Bielby's Edgewood Acres Unit No. 2 being a subdivision of part of the Northwest Quarter of the Northwest Quarter of Section 32, Township 38 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

PIN# 18-32-10% 002-0000

Commonly known as 7965 Bielby Lane, la Grange, IL

#### Parcel 2

The South 50 feet of Lot "A" in Mary F. Bielby's Edgewood Acres Unit Number 2 being a subdivision of the East 466 feet and the South 466 feet of the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 38 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

PIN# 18-32-104-020-0000

Commonly known as 7965 Bielby Cane, La Grange. K Clort's Office