



1113631028

Illinois Anti-Predatory
Lending Database
Program

Doc#: 1113631028 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/18/2011 11:49 AM Pg: 1 of 5

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 16-06-221-015-0000

Address:

Street: 1037 N. Elmwood

Street line 2:

City: Oak Park

State: IL

ZIP Code: 60302

Lender: Edward W. Green and Margaret Green

Borrower: Gilbert Leal and Jennifer Leal

Loan / Mortgage Amount: \$99,000.00

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: 27A5487E-649D-4FC1-BD1A-B4FA4394AA2C

Execution date: 05/06/2011

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MORTGAGE

Above space for recorder's use only

THIS AGREEMENT, made November 18, 2010 by and between Gilbert Leal and Jennifer Leal whose address is 1037 N. Elmwood, Oak Park, IL 60302, herein referred to as "Mortgagors"; and Edward W. Green and Margaret Green, whose address is 1601 Bellewood Dr., Waunakee, WI 53597, herein referred to as "Mortgagees"; witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagees upon a Promissory Note of even date herewith in the principal sum of Ninety Nine Thousand Dollars and NO/100 (\$99,000.00) Dollars payable to the order of and delivered to the Mortgagees, in and by which Note the Mortgagors promises to pay the said principal sum and interest at the rate as provided in said note, with a final payment of the balance due upon the sale of the property located at 1037 N. Elmwood, Oak Park, IL 60302 and all of said principal and interest are made payable at such place as the holder of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagees at 1601 Bellewood Dr., Waunakee, WI 53597.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEYS AND WARRANTS unto the Mortgagees, and the Mortgagees' successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the County of Cook, State of Illinois, to wit:

LOT 4 IN E. R. ROWE'S SUBDIVISION OF THE EAST 14 ACRES OF THE WEST 28 ACRES OF THE NORTH 35 ACRES OF THE SOUTH 85 ACRES OF THE NORTHEAST ¼ (EXCEPT THE EAST 198 FEET OF THE SOUTH 220 FEET THEREOF) OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

Permanent Real Estate Index Number(s): 16-06-221-015-0000

Address of Real Estate: 1037 N. Elmwood, Oak Park, IL 60302

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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagees, and the Mortgagees' 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 does hereby expressly release and waive. Furthermore,

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's lien or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; (d) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (e) refrain from making material alterations in said premises except as required by law or municipal ordinances.

2. Mortgagors shall (a) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due; (b) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient to pay the cost of replacing or repairing the same in companies satisfactory to Mortgagees, under insurance policies payable, in case of loss or damage, to Mortgagees, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies to Mortgagees. All moneys and expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagees to protect the mortgaged premises and the lien hereof, shall become additional indebtedness secured hereby and shall become immediately due and payable without notice.

3. Inaction of Mortgagees shall not be considered a waiver of any right accruing to Mortgagees on account of any of the provisions of this Mortgage.

4. Should Mortgagors default in any of the terms and provisions set forth in the Note, Mortgagees shall have the right to foreclose the lien hereof and in said suit, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses, which may be paid or incurred by or on behalf of Mortgagees for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies and similar data and assurances with respect to title which may deem to be reasonably necessary either to prosecute such suit

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or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature described in this paragraph shall become additional indebtedness secured hereby and immediately due and payable when paid or incurred by Mortgagees in connection with (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for foreclosure whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items mentioned in the preceding paragraph; Second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as provided; Third, to Mortgagees the amount then due under the Note; Fourth, any excess to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a suit to foreclose this mortgage, the court in which such suit is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagees hereunder may be appointed as such receiver. Such receiver shall have the power to collect rents, issues and profits of said premises during the pendency of such foreclosure action and, in case of a sale and a deficiency, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the premises during the whole of said period.

7. Mortgagees shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

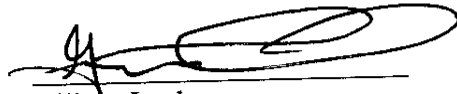
8. The Mortgagors waives any right of redemption by statute or otherwise, and the right to reinstate this mortgage.

9. Mortgagees shall release this mortgage and lien thereof by proper instrument when the terms of the Note are satisfied.

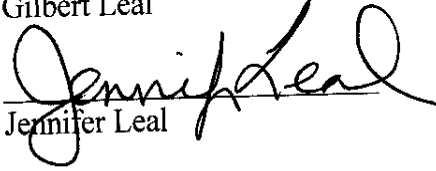
10. This mortgage and all provisions herein shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors. The word Mortgagees when used herein shall include the successors and assigns of the Mortgagees named herein and the holder of the Note secured hereby.

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



Gilbert Leal



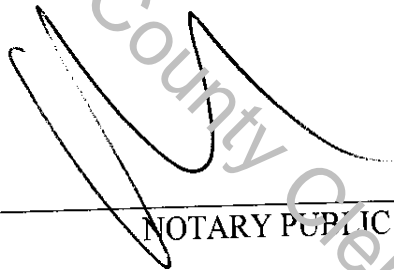
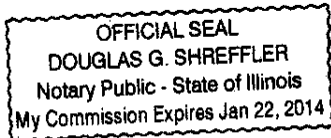
Jennifer Leal

State of Illinois)
) ss:
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gilbert Leal and Jennifer Leal are 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 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 18th day of November, 2010.

My Commission expires



NOTARY PUBLIC

This instrument was prepared by:
Douglas G. Shreffler, 4653 North Milwaukee Avenue, Chicago, IL 60630

Mail to:
Douglas G. Shreffler, 4653 North Milwaukee Avenue, Chicago, IL 60630