

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

*APP*  
*11/7/11*  
*2011*

Report Mortgage Fraud  
800-532-8785



1123804297

Doc#: 1123804297 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/26/2011 01:09 PM Pg: 1 of 8

The property identified as: PIN: 09-15-307-202-1058

**Address:**

**Street:** 8812 Briar Court, Unit 1C

**Street line 2:**

**City:** Des Plaines

**State:** IL

**ZIP Code:** 60016

**Lender:** Siva Corporation

**Borrower:** Juan L. Ortiz and Iris Castro

**Loan / Mortgage Amount:** \$47,000.00

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:** A4BA169B-B456-4156-89D4-8F2852B2A3B6

**Execution date:** 08/05/2011

S  
P  
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SC  
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*Y*  
*8*  
*N*  
*Y*  
*APP*

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THIS INSTRUMENT WAS  
PREPARED BY AND UPON  
RECORDATION RETURN TO:

Amin Law Offices, Ltd.  
1900 E. Golf Road – Suite 950  
Schaumburg, IL 60173  
Attention: Nayal Amin, Esq.

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(Space Above For Recorder's Use)

**JUAN ORTIZ and IRIS CASTRO** as Mortgagor

to

**SIVA CORPORATION**, as Mortgagee

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**MORTGAGE**

**SECURING DEBT IN THE AMOUNT OF \$47,000.00**

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Dated: As of August 5, 2011  
Property Address: 8812 Briar Court, Unit 1C  
Des Plaines, IL 60016  
Tax Parcel: 09-15-307-202-1058  
County: Cook

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**THIS MORTGAGE** is made this 5<sup>th</sup> day of August, 2011, by **JUAN L. ORTIZ** and **IRIS CASTRO**, both individuals having an address of 8812 Briar Court, Unit 1C, Des Plaines, Illinois 60016 (collectively referred to herein as the "Mortgagor") and given to **SIVA CORPORATION**, an Illinois corporation, having an address at 4432 North Kedzie, Chicago, Illinois 60625 (hereinafter called "Mortgagee").

## W I T N E S S E T H:

**WHEREAS**, Mortgagor has requested that Mortgagee make a loan to Mortgagor in the aggregate principal amount of FORTY SEVEN THOUSAND AND 00/100 DOLLARS (\$47,000.00) (the "Loan");

**WHEREAS**, Mortgagee has agreed to make the Loan to Mortgagor upon, and subject to, the terms and conditions set forth herein and in the Note (as hereinafter defined);

**WHEREAS**, concurrently herewith, Mortgagor has delivered to Mortgagee its Promissory Note of even date herewith in the amount of the Loan (as the same may hereafter from time to time be modified, amended, replaced, restated, supplemented, renewed, or extended, and any note(s) issued in exchange therefor or in substitution thereof, collectively, the "Note") in evidence of the Loan, with interest from the date hereof at the rates set forth in the Note, such interest and the principal amount thereof to be payable in accordance with the terms and conditions provided in the Note;

**NOW, THEREFORE**, the Mortgagor for better securing the payment of said principal sum and interest under the Note and the performance of the covenants and agreements herein contained do by these presents mortgage and warrant unto the Mortgagee, its successors and assigns the real estate situated in the County of Cook, and the State of Illinois, commonly known as 8812 Briar Court, Unit 1C, Des Plaines, Illinois 60016 (referred to herein as the "Premises") and legally described on Exhibit A, attached hereto and made a part hereto, together with all and singular the tenements, hereditaments, easements, appendages and appurtenances thereunto belonging, and the rents, issues and profits thereof, which are hereby expressly assigned, and also all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupancy of the above-described Premises, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property including, but not being limited to, all screens, awnings, storm windows and doors, window shades, attached floor coverings, shrubbery, plants, motors, boilers, tanks, furnaces, radiators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning, and incinerating equipment of whatsoever kind and nature, except household and other furniture not specifically enumerated herein, and all of such equipment and articles hereafter therein or thereon, and all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this Mortgage.

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**TO HAVE AND TO HOLD** the same unto the Mortgagee, its successors and assigns, for the uses and purposes herein set forth and hereby expressly releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

## **AND THE MORTGAGORS COVENANT AND AGREE:**

(1) To pay all monies hereby secured in the manner as provided in the Note; (2) to pay prior to statutory delinquency in each year all taxes, assessments or other charges against said Premises, or the Mortgagors or Mortgagee on account of the ownership thereof, which may be levied or assessed by the State of Illinois, County of Cook or any political subdivision or municipality thereof, and on demand to exhibit receipts therefor to the Mortgagee; (3) Not to commit or permit the waste of the Premises; (4) to keep said Premises in good repair and not to do, or permit to be done, upon said Premises anything that may impair the value thereof or of the security intended to be effected by virtue of this instrument; (5) Not to suffer any lien of mechanics or material-men, or other liens, to attach to said Premises; (6) Not to use or by any grant, lease license, or otherwise, permit the use of said described Premises or any part thereof in or for the sale of intoxicating liquors or narcotics, or for any purpose in violation of any law or ordinance now in force or hereafter enacted which would or might render said Premises or any part thereof an abatable nuisance; result in any injunction or restraining order against the use of the same or any part thereof, subject any owner of said Premises or other person interested therein to any penalty or claim for damages, or said Premises or any part thereof to any judgment or other lien; (7) To keep all buildings at any time on said Premises continuously insured against loss by fire, lightning and tornado, and such other hazards as Mortgagee may require, in such amounts and companies as from time to time shall be satisfactory to the Mortgagee, the policy or policies therefor to be delivered to and kept by the Mortgagee and to contain the latest and most approved form of mortgage clause making loss, if any, payable to the Mortgagee.

In the event that the Premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which such insurance is held, the amounts payable pursuant to the contract of insurance to the extent of the indebtedness then remaining unpaid shall be paid to the Mortgagee, and, at its option, be applied to the debt or released for repairing or rebuilding the Premises.

In the event of the refusal or neglect of the Mortgagors to pay said taxes, assessments or other charges as aforesaid, to keep said Premises in repair, to keep said Premises free from mechanic's and other liens, or to so insure said Premises, the Mortgagee may pay such taxes and assessments, and may pay any other monies necessary to protect the lien of this Mortgage or other charges, or redeem from any sale or forfeiture arising therefrom, make such repairs to said Premises as in its discretion it may deem necessary for the property preservation thereof, disburse the monies necessary to discharge any such mechanic's or other lien, or procure such insurance, and any monies so paid or expended the Mortgagors agree to repay immediately without demand and the same, together with interest thereon at the rate of ten percent (10%) per annum from date of payment, shall be so much additional indebtedness secured hereby.

In the event of failure to make any of said payments as aforesaid or as provided under the Note, or of a breach of any of the aforesaid covenants or agreements, the whole of said

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indebtedness, including all principal, earned interest and payments to be made under the provisions hereof and in the Note, shall become immediately due and payable as provided in the Note, and shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms; or, during any forbearance of foreclosure the said Mortgagee, its successors or assigns, or the authorized agent thereof, at its or their election, may at once after any such default enter said Premises and take possession thereof and of the rents, issues and profits thereof, either with or without process of law, and collect, receive and apply such income to like purposes as hereinafter provided in case of receivership after suit.

The Mortgagors expressly waive all right to the possession of and income from said Premises pending such foreclosure proceedings and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any complaint to foreclose this mortgage deed, and without notice to the said Mortgagors or their successors in interest, and without regard to the value of said Premises or the solvency of the Mortgagors or any subsequent owner of said Premises, a receiver shall and may at once be appointed by the court in which such complaint is filed, to take possession or charge of said Premises and lease, manage and control the same with the usual powers of receiver in chancery and any additional powers herein granted or by statute provided, for and during the pendency of such foreclosure suit, and in case of sale and a deficiency, during the full period of redemption and during such period collect all the rents, issues and profits of said Premises and from the same pay all costs, taxes and assessments thereon levied and payable either prior or subsequent to the commencement of such suit, repairs, insurance and other items necessary for the protection and preservation of said Premises or security, including the payment and discharge of mechanic's or other liens superior to the lien hereof, and the balance apply to the payment and satisfaction of any deficiency under such foreclosure proceedings.

All expenses and disbursements paid or incurred in behalf of the Mortgagee or the legal holder of the said Note in connection with the foreclosure of this mortgage, including reasonable attorney's fees to be fixed by the court in which proceedings are pending, outlays for documentary evidence, advertising, stenographer's charges, costs of procuring or completing an abstract showing the whole title to said Premises from the United States down to and including the foreclosure decree, and the Master's Certificate of Sale, if any, and costs and charges for all forms of insurance provided for in this deed, to cover the full period allowed by law for redemption, and any and all expenses and disbursements of a similar character, or otherwise occasioned by any suite or proceeding wherein said Mortgagee or the legal holder of the said Note shall be a party as such, including a reasonable attorney's fee in case the said Note shall be placed in the hands of an attorney for collection or in case said Mortgagee may be a part in any other proceeding by reason of this mortgage or in protection of said security, shall be paid by the Mortgagors, and all such expenses and disbursements, together with any and all money expended under the provisions of this deed shall be an additional charge and lien upon the Premises described herein and shall be added to and made a part of the sum that shall be adjudged to be due and owing under the provisions hereof, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor this deed be released, until all such expenses and disbursements and costs of suit, such reasonable attorney's fees, and any and all other monies expended to preserve the lien created by this deed, shall have been fully paid.

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It is expressly agreed that no extension of the time for payment of the debt hereby secured or any part thereof, given by the Mortgagee to any successor in interest of the Mortgagors, shall operate in any manner to affect or release the original liability of the Mortgagors.

The unpaid balance of principal and interest hereby secured shall, at the option of the Mortgagee, become due and payable if the Premises or any part hereof shall be conveyed, assigned or otherwise disposed of by the Mortgagor; the principal may be prepaid subject to any limitation of said right specified in said Note.

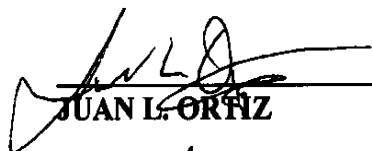
It is further expressly agreed that neither the Mortgagee, nor any of its agents or attorneys, nor the holder or holders of the Note hereby secured, shall incur any personal liability on account of anything that he or they may do or omit to do under the provisions of this instrument, except in case of its, his or their own willful default or act.

The invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this instrument shall not affect the remaining portions thereof, or any part thereof, and in case of any such invalidity, this instrument shall be construed as if such invalid covenants, phrases, clauses, sentences or paragraphs had not been inserted herein.

Time shall be of the essence of all covenants herein contained, and all said covenants and agreements shall bind and the benefits and advantages thereof shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used herein, the word "Mortgagors" shall refer to all of the above grantors, the word "Mortgagee" shall include the holder or holders of the Note hereby secured as in the case the same may legally apply, the plural number shall include the singular, the singular the plural and the masculine gender shall include the feminine; all dower rights of either of the grantors herein are hereby expressly released and conveyed.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly signed, sealed and delivered the day and year above written.

MORTGAGOR:

  
 \_\_\_\_\_  
 JUAN L. ORTIZ

  
 \_\_\_\_\_  
 IRIS CASTRO

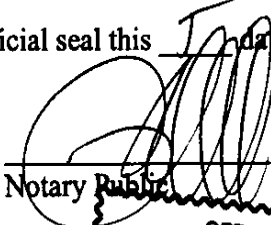

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## [ACKNOWLEDGMENT]

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF Cook        )

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that **JUAN L. ORTIZ**, personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

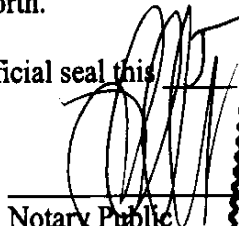
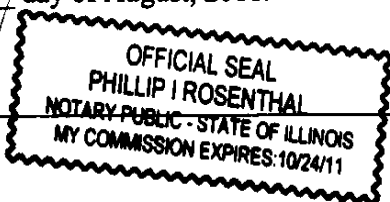
Given under my hand and official seal this 7 day of August, 2011.

  
\_\_\_\_\_  
Notary Public  


STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF Cook        )

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that **IRIS CASTRO**, personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and official seal this 7 day of August, 2011.

  
\_\_\_\_\_  
Notary Public  


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## EXHIBIT A

**Address Given:** 8812 Briar Court, Unit 1C,  
Des Plaines IL 60016

**Permanent Index Number:** 09-15-307-202-1058

**Legal Description:**

**PARCEL 1:**

UNIT NUMBER 8812-2C IN THE 8802-8816 BRIAR COURT CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 8 AND 9 (EXCEPT THE EAST 125 FEET THEREOF) IN GOETTSCH'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 25, 2003 AS DOCUMENT NO. 0030263248, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE EXCLUSIVE RIGHT TO THE USE OF LIMITED COMMON ELEMENTS KNOWN AS PARKING SPACES 144 AND STORAGE SPACE 16 AS DELINEATED ON THE SURVEY ATTACHED TO DECLARATION AFORESAID RECORDED AS DOCUMENT NO. 0030263248.