454 357034 AALLY

UNOFFICIAL COP

Illinois Anti-Predatory Lending Database • Program

Certificate of Exemption

Doc#: 1125542031 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 09/12/2011 09:51 AM Pg: 1 of 5

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 27-08-402-047-0000

Address:

Street:

5345 N. MAGNOLIA AVE.

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60640

Lender: XIAOMOU ZHANG AND HEUNG CHNG CHAI

Borrower: KEVIN M. LANDERS AND COURTNEY LANDERS

Loan / Mortgage Amount: \$50,000.00

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.

SZ P 5 S N SCZ

Certificate number: A1DEA34C-7898-4C48-BDEB-C663E3E59BE9

Execution date: 08/19/2011

BOX 334 CTT

1125542031 Page: 2 of 5

UNOFFICIAL COPY

MORTGAGE

Be it know by all that this Mortgage is given by KEVIN M. LANDERS and COURTNEY LANDERS, herein referenced as Borrowerss, of Chicago, County of Cook, and State of Illipois, to XIAOMOU ZHANG and HEUNG CHING CHAI herein referenced as Lender, which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of next thousand dollars (\$50,000.00). Together with interest thereon computed on the outstanding balance, all as provided in a Note having the same date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

In consideration of the loan made by Lender to Borrowers and for the purpose expressed above, the Borrowers do hereby grant and convey to Lender, with MORTGAGE COVENANTS, the land with building situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described in Exhibit A attached hereto and made a part hereof and having a street address of: 5345 N. Magnolia Ave Chicago IL 60640: See Attached Legal Description.

Borrowers further covenant and agree that:

- [1] No superior mortgage of the note secured by it will be modified without the consent of Lender hereunder.
- [2] Borrowers will make the payment of \$50,000 without interest within 90 days after the closing. In the event that the mortgagors do not pay the entire sum by the aforesaid date for any reason and notify the mortgagees or their attorney prior thereto, the mortgagees agree to extend the time for payment for the balance due for an additional 90 days with the interest to accrue at the rate of six percent (6%) per annum on the unpaid balance until paid in full.

Wal

1125542031 Page: 3 of 5

UNOFFICIAL COPY

[3] Should the Borrowers fail to carry out the covenants and agreements as set forth herein, the Lender may do and pay for whatever is necessary to protect the value of land and the lender's rights in the mortgaged property and any amount so paid shall be added to the Principal sum due the Lender hereunder.

[4] Should any condition of this Mortgage or any senior mortgage be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney fees incurred.

[5] Should the Borrowers transfer ownership (wither legal or equitable) or any security interest in the mortgage property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.

[6] This Mortgage is also security for all other direct and contingent liabilities of the Borrowers to Lender, which are due or resome due and whether now existing or hereafter contracted.

[7] Borrowers shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lender and the Lender shall be a named insured as its interest may appear.

[8] Borrowers shall not commit waster or permit others to commit actual, permissive, or constructive waste on the property.

[9] Borrowers further covenants and warrants to Lender that Borrov ers are indefeasibly seized of said land in fee simple; that the Borrowers have lawful authority to mortgage said land and that said land is free and clear of all encumbrances except as may be expressly contained herein.

This Mortgage is upon the STATUTORY CONDITION and the other conditions set forth herein, for breach of which Lender shall have the STATUTORY POWER OF SALE to the extent existing under state law.

Executed under seal this 18 day of august, 201.

Cianad

1125542031 Page: 4 of 5

UNOFFICIAL COPY

Kevin M. Landers

Courty Landers

Courtney Landers

STATE OF ILLINOIS

COUNTY OF COOK

On august 18, 2011, before me, Nancy Rodriguez.

Personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/ are subscribed to the within instrument and acknowledged to me that he /she /tn sy executed the same in his /her /their authorized capacity(ies), and that by his/her /their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. Signature:

Affiant: [] Known [Produced ID

Type ID DRIVERS LICENSES

OFFICIAL SEAL
NANCY RODRIGUEZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/12/13

1125542031 Page: 5 of 5

UNOFFICIAL CO

Lot 42 and the South 1/2 of Lot 43 in Block 9 in Cochran's Third Addition to Edgewater in the East 1/2 of the North est 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Numbers: 14-08-121-004

Common Address: 5345 N. Magnoli, Ave., Chicago, IL 60640

PREDDAR By: Mail To.

Junia Clart's Office Pengtian Ma 2961 South Machen Avenue Chicago D. 60608