

# UNOFFICIAL COPY



**Doc#:** 1129710028 **Fee:** \$44.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 10/24/2011 12:40 PM Pg: 1 of 5

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

**Report Mortgage Fraud**  
**800-532-8785**

The property identified as: **PIN:** 13-23-123-023-0000

**Address:**

**Street:** 3740 NORTH CENTRAL PARK AVE

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60618

**Lender:** MATTHEW H. FITZPATRICK

**Borrower:** CHRISTOPHER J. COLEMAN

**Loan / Mortgage Amount:** \$71,500.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 777/0 et seq. because the application was taken by an exempt entity.

**Certificate number:** 9C46B247-9CD5-4319-93D0-E871D2D43A7F

**Execution date:** 10/14/2011

**UNOFFICIAL COPY****MORTGAGE**

This mortgage is made by Christopher J. Coleman of 3433 N. Claremont St. in the City of Chicago, County of Cook and State of Illinois (referred to as "mortgagor," which includes mortgagor's heirs, executors, administrators, successors, legal representatives and assigns) to Matthew H. Fitzpatrick of 1335 S. Prairie Avenue in the City of Chicago, County of Cook, State of Illinois, (referred to as "mortgagee.").

The Mortgagor, for good and valuable consideration, receipt of which is hereby acknowledged, hereby mortgages, conveys and warrants to the Mortgagee, or his assigns, to secure the payment of a demand promissory note described herein bearing the same date as this mortgage which said note is the principal amount of \$ 71,500.00 payable to the mortgagee, the following described real estate :

THE NORTH 16 2/3 FEET OF LOT 40 AND THE SOUTH 16 2/3 FEET OF LOT 41  
IN BLOCK 10 IN MASON'S SUBDIVISION OF THE EAST 1/2 OF THE  
NORTHWEST 1/4 (EXCEPT RAILROAD) IN SECTION 23, TOWNSHIP 40  
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

which said property situated in the County of Cook, State of Illinois, and commonly known as 3740 North Central Park Ave., Chicago, Illinois 60618, together with all structures and improvements now and later on the land and the fixtures attached to the land, together with all tenements, easements, and appurtenances to the property, and the rents, issues, and profits, all the estate, right, title, interest, and all claims in law and in equity, of mortgagor in and to the property.

The property covered in this mortgage is conveyed to mortgagee free from all rights and benefits under the Illinois Homestead Exemption laws which rights and benefits mortgagor hereby waives and releases.

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Permanent Real Estate Index Number: 13-23-123-023-0000

Common Address of Real Estate: 3740 North Central Park Ave., Chicago, Illinois 60618,

This mortgage is given to secure: (a) the payment of \$71,500.00 dollars as provided in a promissory note payable on demand, signed by the mortgagor and payable to the mortgagee bearing the same date as this mortgage, (b) the performance of the other agreements in the note; and (c) to secure the performance of Mortgagor's covenants and agreements.

Provided always, that if mortgagor pays to mortgagee, or his successors, legal representatives, or assigns, the amount in the promissory note mentioned above, with all interest due, and performs, complies with, and abides by each and every stipulation, agreement, condition, and covenant of the note and mortgage, and pays all taxes that may accrue on the property and all costs and expenses that mortgagee, his successors or assigns may incur in collecting the note, in the foreclosure of this mortgage or otherwise, including reasonable attorney's fees, then this mortgage and the lien created by it will cease, and a release of the mortgage will be executed by mortgagee.

Mortgagor covenants and agrees that:

1. Mortgagor will pay the principal and other amounts payable by virtue of the promissory note and this mortgage, or either, promptly when it becomes due.
2. Mortgagor will pay the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the described property, and if they are not promptly paid, then the mortgagee, his successors, legal representatives, or assigns may at any time pay said items without waiving or affecting the option to foreclose or any right under this mortgage, and every payment made by the mortgagee will be added to the amount secured by this mortgage.
3. Mortgagor will pay all the costs, charges, and expenses, including attorney's fees, reasonably incurred or paid at any time by mortgagee, its successors, legal representatives or assigns, because of failure by mortgagor to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the promissory note and this mortgage.
4. While the terms of this mortgage are in effect, the mortgagor will keep the buildings on the land insured against loss or damage including fire damage in an amount equal to the highest insurable value, in a company approved by mortgagee, with said policy containing the standard and customary mortgagee loss-payable clause indorsed on it, making any loss payable to mortgagee, its successors, legal representatives, or assigns.
5. Mortgagor will not permit or cause the removal, alteration, or demolition, without the consent of the mortgagee, of any building on the premises. All buildings now or later located on the premises, will be maintained by the mortgagor in good and substantial repair. Mortgagor will not permit, commit, nor cause waste or deterioration of the property, or any part of it.

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6. Mortgagor will perform and comply with, each of the stipulations, agreements, conditions, and covenants in the 'promissory note.

7. Mailing a written notice or demand addressed to the owner of record of the mortgaged premises or to the owner at the last address, actually furnished to mortgagee, or if none, directed to the owner at the mortgaged premises,, and mailed by the United States mail, postage prepaid will be sufficient notice and demand in any case arising under this instrument and required by the provisions of this mortgage or by law.

8. If foreclosure proceedings of any mortgage or lien of any kind superior or inferior to this mortgage are instituted, mortgagee may at its option, immediately or afterwards, declare this mortgage and the total indebtedness secured, due and payable.

9. In addition to any other legally cognizable causes, the whole of the principal amount and any interest will become due at the option of the mortgagee, under any of the following conditions not cured within 20 days; after default in the payment of any principal or any interest, as provided in the note; after default in the payment of any tax, assessment, water charges, sewer service charge, or other governmental levied or charged against the mortgage premises;

10. The mortgagor warrants that he has good and merchantable title to the premises and covenants with the mortgagee that the mortgagor is the only true and lawful owner of the premises and has good right and full power to grant and mortgage the property and that the premises are free and clear of all encumbrances, except only restrictions and easements of record, taxes and, assessments not yet due or delinquent, and any other matters as are indicated following the legal description of the premises expressly stated, and mortgagor further covenants that mortgagor will warrant and defend against all lawful claims of all persons except as above, provided.

11. In the event any action or proceeding is commenced (except an action to foreclose this mortgage or to collect the obligation secured by it) in which it becomes necessary to defend or assert the lien of this mortgage, whether or not the mortgagee, is made or becomes a party to such action or proceeding, all expenses of the mortgagee incurred in any action or proceeding to prosecute or defend the rights and lien created by this mortgage, including reasonable counsel fees, will be paid by the Mortgagor, and if not paid promptly on request, will be added to the debt secured hereunder and become a lien on the mortgaged premises and will be deemed to be fully secured by this mortgage.

12. If the mortgagor on the note secured hereby: (1)files a voluntary. petition in bankruptcy under .the bankruptcy code of the United States, or, (2) is adjudicated a bankrupt under that act, or (3) is the subject of a petition filed in federal or state court for the appointment of, a trustee or receiver in bankruptcy or insolvency, or (4) makes a general assignment for the benefit of creditors, then, and on the occurrence of any of the above conditions or events, at the option of the mortgagee, the entire balance of the principal amount secured hereunder, together with any accrued interest, will immediately become due and payable,

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13. Mortgagor will comply with all statutes, ordinances, and governmental requirements affecting the mortgaged premises.

In witness whereof this document was signed this 14 day of October, 2011 in Cook County Illinois.

[Signature]  
Christopher J. Coleman, Mortgagor

State of Illinois )  
) SS.  
Cook County )

I the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Christopher J. Coleman, 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 he signed sealed and delivered this instrument as his 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 on 14th, October, 2011



[Signature]  
Notary Public

Commission expires 6/20, 2012

This instrument prepared by W. Fitzpatrick Esq., 2507 W. 114<sup>th</sup> Street, Chicago, IL. 60601

MAIL TO:

Matthew H. Fitzpatrick  
1335 S. Prairie Ave. (#1307)  
Chicago, Illinois 60605

SEND SUBSEQUENT TAX BILLS TO:

Christopher J. Coleman  
3433 N. Claremont St.  
Chicago, IL.