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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1134018076

Doc#: 1134018076 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/06/2011 04:33 PM Pg: 1 of 4

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 14-21-308-069-0000

Address:

Street: 3335-3337 NORTH HALSTED STREET

Street line 2: 3339-3341 NORTH HALSTED STREET 14-21-308-070-0000

City: CHICAGO

State: IL

ZIP Code: 60657

Lender: ROB BRUMBAUGH-TRUSTEE

Borrower: KEVIN H JACKSON

Loan / Mortgage Amount: \$250,000.00

This property is located within the program area and the transaction is exempt from the requirements of 785 ILCS 7770 et seq. because the application was taken by an exempt entity.

Certificate number: 81BA5B49-8579-4A2E-92BD-D0E4BCE4A1EF

Execution date: 02/24/2011

UNOFFICIAL COPY**TRUST DEED
SECOND MORTGAGE
(ILLINOIS)**

This instrument was prepared
by: Robert C. Griffin
Attorney at Law
1117 West Belmont Avenue
Chicago, IL 60657-3312

This space for Recorder's Use Only

THIS INDENTURE WITNESSETH, That Kevin H. Jackson (hereinafter called the Grantor), of Chicago, Illinois, for and in consideration of the sum of ten and no/hundredths Dollars in had paid, and other good and valuable consideration, CONVEYS AND WARRANTS to Rob Brumbaugh, of 715 Bordeaux Ct., Inverness, Illinois 60010, as Trustee, and to his successors in Trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

Lots 8, 9 and 10 taken as a tract (except the North 38 feet thereof) in W. J. Haerther's North Shore Addition in Pine Grove, a subdivision of fractional Section 21, Township 40 North, Range 14 East of the Third Principal Meridian, map of which was recorded September 22, 1892 in Book 56 of Plats, Page 32 in Cook County, Illinois,

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

P.I.N. No.: 14-21-308-069-0000.

Address of Premises: 3335-3337 North Halsted St, Chicago, IL 60657-3312

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted upon his principal promissory note bearing even date herewith, payable as therein stated to Rob Brumbaugh.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provides, or according to any agreement

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extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be approved by the Grantees herein, who are hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable *first*, to the first Trustee or Mortgagee, and *second*, to the Trustees herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the Grantees or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees to repay immediately upon demand, and the same with interest thereon from the date of payment at 9.25 per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, upon notice, become immediately due and payable, and with interest thereon from time of such breach at 5 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Grantees or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor, for the Grantor and for the heirs, executors, administrators and assigns of the Grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and with notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of the record owner is: E55, LLC

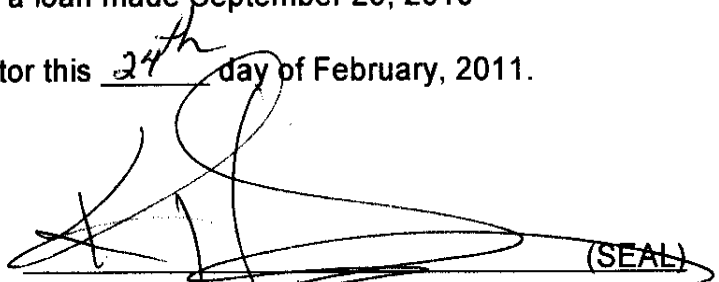
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IN THE EVENT of the death or removal from Cook County of the Grantees, or of their resignation, refusal or failure to act, then **Robert C. Griffin** of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of Cook County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the Grantees or their successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to all prior recordings with the Cook County Recorder of Deeds.

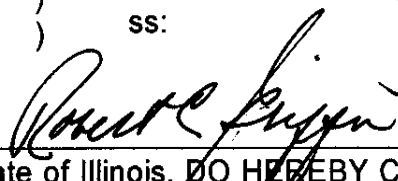
This trust deed is made to memorialize a loan made September 20, 2010

Witness the hand and seal of the Grantor this 24th day of February, 2011.



KEVIN H. JACKSON (SEAL)

State of Illinois)
County of Cook) ss:

I, , a Notary Public in and for Cook County, in the State of Illinois, DO HEREBY CERTIFY that **KEVIN H. JACKSON**, 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 he signed, sealed and delivered the said 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 this 24 day of February, 2011





Notary Public

My commission expires: _____

This instrument was prepared by Robert C. Griffin, Attorney at Law, 1117 West Belmont Avenue, Chicago, IL 60657-3312.

MAIL TO: Rob Brumbaugh, 715 Bordeaux Ct., Inverness, Illinois 60010