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Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption

1134629041 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 12/12/2011 10:26 AM Pg: 1 of 3

Report Mortgage Fra 800-532-8785

The property identified as:

PIN: 05-33-213-068-0000 V

Address:

Street:

1729 CENTRAL AVE /

Street line 2:

City: WILMETTE

State: IL

Lender: NILES TOWNSHIP SCHOOLS CREDIT UNION

Borrower: EMIL G AND DIANE N CAPITANI

Loan / Mortgage Amount: \$5,471.60

of County Clerks 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: D17809CF-7290-4E56-A5DA-01F7AEE34D1F

Execution date: 10/26/2011

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THIS DOCUMENT PREPARED BY: MAIL TO:

Niles Township Schools CU 5940 Lincoln Avenue Morton Grove, IL. 60053

MORTGAGE

THIS MORTGAGE is given on **October 26**, **2011**. The Mortgagors are **Emil G. Capitani and Diane N. Capitani**, husband and wife ("Mortgagor"). This mortgage is given to Niles Township Schools Credit Union which is existing under the laws of Illinois, and whose address is 5940 Lincoln Avenue, Morton Grove, IL 60053("mortgagee").

Mortgagor owes Mortgagee the principal sum of \$5,471.60. This principal sum is payable in 12 monthly installments of \$475.00, with a final payment of \$455.51. This debt is evidenced by Mortgagor's note dated the same date as this Mortgage ("note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2012. This Mortgage secures the repayment of the note and the performance of Mortgagor's covenants and agreements under this Mortgage and the note. For this purpose, Mortgagor does hereby mortgage, grant and convey to mortgagee the following described property 1729 Central Ave, Wilmette ("property"), located in Cook County, State of Illinois

THE EAST 5.17 FEET OF LOT 30 AND LOT 29 (EXCEPT THE EAST 5 FEET THEREOF) IN SCHUETTLER'S ADDITION TO WILMETTE IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 05-33-213-068-0000 \(\sqrt{} \)

If Mortgagee must defend or enforce its interest granted herein, Mortgagor agrees to pay the Mortgagee's reasonable attorney's fees, costs, and any sale expenses.

No other property of Mortgagor shall serve as security for this indebtedness, regardless of any other statements contained in any other loan documents executed and delivered by Mortgagor to Mortgagee. This mortgage is not secured by any other collateral, no matter what any other agreement between Mortgagor and Mortgagee states, nor is it secured by any right of setoff or lien granted by statue or otherwise, and Mortgagee

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expressly waives any other collateral or right to other collateral, it being the intent of Mortgagee to waive any collateral of any kind securing this indebtedness except Mortgagor's principal residence, as described herein as "property," so as to be in full compliance with 11 U.S.C. 1322 (b)(2). Mortgagor acknowledges and warrants that the value of the property herein exceeds the balance owed on all encumbrances against the property and there clearly exists equity in the property for the benefit of Mortgagee. Emil G. Capitani

Dione N. Capitani

Diane N. Capitani Proposition of Collings of an STATE OF Illinois COUNTY OF Cook)

I, A Notary Public in and for said county and state do hereby certify that Emil G and Diane N. Capitani, personally known to me to be the same person (s) whose name(s) are subscribed to the forgoing instrument, appeared before me this day in person and acknowledged that they signed and delivered

the said instrument as their free and voluntary act, for the uses and purpose therein set for in

Given under my hand and official seal on 10-26, 2011

OFFICIAL SEAL
SHERRY ALLEN
(SNOTARY) PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/24/15