

# UNOFFICIAL COPY

Illinois Anti-Predatory  
Lending Database  
Program



Certificate of Exemption

Doc#: 1136450057 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/30/2011 12:27 PM Pg: 1 of 4

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 09-17-210-051-1010

Address:

Street: 1297 Harding Unit 3D

Street line 2:

City: Des Plaines

State: IL

ZIP Code: 60016

Lender: James E Markham IV, as Trustee of the Denzinger Family Trust

Borrower: Eduardo and Linda M Tan

Loan / Mortgage Amount: \$28,753.94

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: 9D295BC8-14B5-4583-B197-2B7C81DC41FB

Execution date: 12/21/2011

# UNOFFICIAL COPY

## MORTGAGE

THIS INDENTURE, made this  
 21<sup>th</sup> day of December, 2011  
 between Eduardo and Linda M. Tan  
 of the County of Cook, State of  
 Illinois, as "Mortgagors," and  
**JAMES E. MARKHAM IV, AS TRUSTEE  
 OF THE DENZINGER FAMILY TRUST,  
 AN IRREVOCABLE TRUST, DATED  
 NOVEMBER 30, 2011, Mortgagee,**  
 of the City of WESTMONT, County  
 of DUPAGE, State of Illinois,  
 Herein referred to as "Mortgagee,

WITNESSETH: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Promissory Note and Agreement", of even date herewith, executed by Mortgagors, made payable to **JAMES E. MARKHAM IV AS TRUSTEE OF THE DENZINGER FAMILY TRUST, AN IRREVOCABLE TRUST, DATED NOVEMBER 30, 2011**, and delivered, in and by which note Mortgagor promises to pay the principal sum of \$28,753.94, TWENTY EIGHT THOUSAND SEVEN HUNDRED FIFTY-THREE DOLLARS AND NINETY FOUR CENTS; all such payments on account of the indebtedness evidenced by said note to be applied to the unpaid principal balance; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 4.25% per annum, and all such payments being made payable at 5821 Deer Creek lane, Westmont, Ill. 60559 or such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof.

NOW THEREFORE, to secure the payment of said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned Note and of this Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagor by these presents CONVEY AND WARRANT (See Legal Description attached hereto as Exhibit "A") unto the MORTGAGEES, their successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the County of Cook, State of Illinois, to wit:

Commonly known as 1297 Harding Unit 3D, Des Plaines, Ill.

P.I.N.# 09-17-210-051-1010

# UNOFFICIAL COPY

PARCEL 1:

UNIT 3D OF THE DENWOOD CONDOMINIUMS AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

ALL OF LOTS 1 & 2 AND THE EAST TEN FEET OF LOT THREE IN BLOCK 3 IN MECHANICS ADDITION TO DES PLAINES, BEING ALLES SUBDIVISION OF THE SOUTH 15 ACRES OF THE WEST ½ OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH IS ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED FEBRUARY 1, 1996 AS DOCUMENT NUMBER 96086076 IN COOK COUNTY, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME.

PARCEL 2:

THE EXCLUSIVE RIGHT OF USE TO PARKING SPACE P8 AND STORAGE SPACE S7.

which, with the property thereafter described is referred to herein as the "premises",

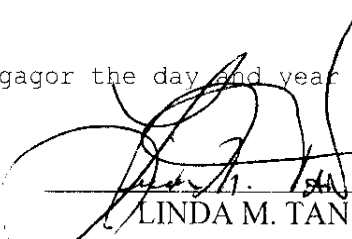
TOGETHER with all improvements, tenements, easements and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as mortgagors may be entitled thereof (which rents, issues and profits are pledged primarily and on a parity with said real estates and not secondarily,) and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air condition (whether single units or centrally controlled) and ventilation. All of the foregoing are declared and agreed to be a part of the articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Mortgagee his successors and assigns, forever, for the purposes, and upon the uses and trust herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waive.

This Mortgage consists of three pages. The covenants and provisions appearing in the Promissory Note and Agreement bearing even date hereof, are incorporated herein by reference and hereby are made a part hereof the same as though they; were here set out in full and shall be binding on Mortgagor, her heirs, successors and assigns.

Witness the hand and seal of Mortgagor the day and year first above written.

  
 \_\_\_\_\_  
 EDUARDO TAN

  
 \_\_\_\_\_  
 LINDA M. TAN

