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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Doc#: 1200931056 Fee: \$42.25 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 01/09/2012 12:57 PM Pg: 1 of 3

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 02-01-100-015-1102

Address:

Street:

943 E KINGS ROW

Street line 2: UNIT 6

City: PALATINE

Lender: THOMAS A O'DONNELL, JR.

Borrower: PETER O'DONNELL

Loan / Mortgage Amount: \$95,000.00

State: IL This property is located within the program area and the transaction is exempt from the require nents of 765 ILCS 77/70

et seq. because the application was taken by an exempt entity.

Certificate number: D4C13D1B-02A0-4047-9FD4-83533804DB98

Execution date: 06/24/2010

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MORTGAGE

Above Space for Recorder's Use only

THIS MOKTGAGE ("Security Instrument") is given on June 24, 2010 by the mortgagor, Peter O'Donnell ("Borrower") to Thomas A. O'Donnell, Jr., whose address is 905 Division St., Barrington, Illinois ("Lerder"). Borrower owes Lender the principal sum of Ninety Five Thousand Dollars (U.S. \$95,690.00). This debt is evidenced by Borrower' having executed a Promissory Note dated the same date as this Security Instrument ("Note"). This Security Instrument incorporates by reference the terms of that Promissory Note, and secures to Lender: (a) the repayment of the debt evidenced by the Promissory Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, properly advanced to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Promissory Note. For this purpose, Borrower does hereby grant to Lender a mortgage security interest in the following described property located in Palatine, Illinois:

Legal Description:

UNIT 1722-6 IN KINGSBROOKE OF PALATINE CONDUMINIUM AS DELINEATED OF A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE. PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25234962 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PIN: 02-01-100-015-1102

Common Address: 943 E. Kings Row, Unit 6, Palatine, Illinois 60074

- 1. Successors and Assigns Bound; Joint and Several Liability; Co-signers. covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower.
- 2. Governing Law; Severability. This Security Instrument shall be governed by federal law and the jurisdiction in which the Property located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.

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3. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Assirument without further notice or demand on Borrower.

- 4. Release Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.
- Borrower waives all right of homestead exemption in the 5. Waiver of Homestead. mortgaged property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Peter O'Donnell, Borrower

State of Illinois

County of Cook

.) ss.

OUNTY Clan I, the undersigned, a Notary Public in and for said county and state, to hereby certify that Peter O'Donnell personally appeared before me and are known or proved to me to be the persons who, being informed of the contents of the foregoing instrument, executed same, and reknowledged said instrument to be their free and voluntary act and deed and that they executed said instrument for the purposes and uses therein set forth including waiver of homestead.

Witness my hand and official seal this 24th day of June 2010.

THIS INSTRUMENT PREPARED BY:

Thomas A. O'Donnell, Jr., 905 Division St., Barrington, Illinois 60010

AFTER RECORDING, PLEASE MAIL TO:

Thomas A. O'Donnell, Jr., 1250 S. Grove Ave., Suite 300, Barrington, Illinois 60010