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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785



Doc#: 1217318007 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/21/2012 08:43 AM Pg: 1 of 4

Property of Cook County Clerk's Office

The property identified as: **PIN: 15-15-310-012-0000**

Address:

Street: 1929 S 23RD AVENUE

Street line 2:

City: MAYWOOD

State: IL

ZIP Code: 60153

Lender: BRONNY SAMARDZIJA

Borrower: DIAMITER Q'S CONSTRUCTION, INC

Loan / Mortgage Amount: \$130,000.00

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: 305C9C34-6EA1-48B4-A71B-C2656007CA55

Execution date: 05/14/2012

S ✓
P ✓
S ✓
M ✓
SC ✓
E ✓
INT ✓

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MORTGAGE DEED

THIS MORTGAGE is given by Diamiter Q's Construction, Inc., a corporation created and existing under and by virtue of the laws of the State of Illinois and authorized to transact business in the State of Illinois, and hereinafter called Borrower, of 10526 W. Cermak Road, Suite 11, Westchester, IL 60154 to Bronny Samardzija, Hereinafter called Lender, which term

FOR RECORDERS' USE

Includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of One hundred thirty thousand Dollars (\$130,000) together with interest thereon computed on the outstanding balance, all as provided in a Note having the same date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

In consideration of the loan made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, with MORTGAGE COVENANTS, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, and having the following street address and legal description:

LOT 65 (EXCEPT THE NORTH 84 FEET) IN 3RD ADDITION TO BROADVIEW ESTATE IN THE WEST ½ OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Also commonly known as: 1929 S. 23rd Avenue, Maywood, IL 60153
Property Index Number: 15-15-310-012-0000

Borrower further covenants and agrees that:

1. No superior mortgage or the note secured by it will be modified without the consent of Lender hereunder.
2. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.
3. As additional security hereunder, Borrower hereby assigns to Lender, Borrower's rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.

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4. In the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

5. In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.

6. This Mortgage is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.

7. Borrower shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lender and the Lender shall be a name insured as its interest may appear.

8. Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.

9. Borrower further covenants and warrants to Lender that Borrower is indefeasibly seized of said land in fee simple; that the Borrower has lawful authority to mortgage said land and that said land is free and clear of all encumbrances except as may be expressly contained herein.

This Mortgage is upon the STATUTORY CONDITION and the other conditions set forth herein, for breach of which Lender shall have the STATUTORY POWER OF SALE to the extent existing under Illinois state law.

Executed under seal this 14th day of MAY 2012.

Borrower:

Diamiter Q's Construction, Inc., an Illinois corporation

By: *[Signature]* (SEAL)

Name: JOSE L. QUINTANA

Its: President

State of Illinois)

) ss.
County of Cook)

I, the undersigned, a Notary Public in and for said County

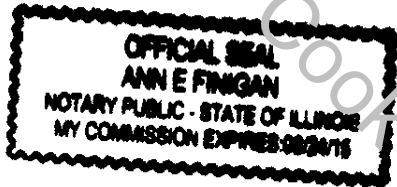
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in the State aforesaid, DO HEREBY CERTIFY that Jose Quintana, President of Diamiter Q's Construction, Inc., personally known to me to be the President of Diamiter Q's Construction, Inc. and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President, he signed, sealed and delivered the said instrument pursuant to the authority given by said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said President, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14 day of May, 2012.

Commission expires 8/24, 2012

Anne Fingian
NOTARY PUBLIC



Prepared by:

Dennis P. Hannon, Attorney
1749 S. Naperville Road, Suite 103
Wheaton, IL 60189

Mail to:

Dennis P. Hannon, Attorney
1749 S. Naperville Road, Suite 103
Wheaton, IL 60189

Exempt under Real Estate Transfer Tax Law 35 ILCS 200/31-45 sub par. E and Cook County Ord. 93-0-27 par. 4

Date:

5/14/12

Signed:

Dennis P. Hannon