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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1224150021 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/28/2012 12:26 PM Pg: 1 of 3

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 09-17-210-051-1008

Address:

Street: 1297 Harding

Street line 2: Unit 3B

City: Des Plaines

State: IL

ZIP Code: 60016

Lender: James E. Markham, Trustee of the Denzinger Irrevocable Family Trust

Borrower: Juan C. Escobedo

Loan / Mortgage Amount: \$39,042.66

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: A8BD699F-7997-4075-9ADE-8A04EEC4E6B1

Execution date: 08/10/2012

UNOFFICIAL COPY**MORTGAGE**

THIS INDENTURE, made this

14th day of August, 2012

between Juan C. Escobedo

of the County of Cook, State of

Illinois, as "Mortgagor," and

James E. Markham, Trustee of the Denzinger Irrevocable Family Trust dated**November 30, 2011, Mortgagee, of the****City of Westmont, County of Cook,****State of Illinois, herein referred**

to as "Mortgagee,"

WITNESSETH: That Whereas Mortgagor is 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, Trustee of the Denzinger Irrevocable Family Trust dated November 30, 2011** and delivered, in and by which note Mortgagor promises to pay the principal sum of THIRTY NINE THOUSAND FORTY TWO DOLLARS AND SIXTY SIX CENTS; (\$39,042.66), 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 3% per annum, and all such payments being made payable c/o Constance Markham 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 Mortgagor 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 CONVEYS AND WARRANTS (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:

PARCEL 1:

PIN# 09-17-210-051-1008

UNIT 3B 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 ¼ 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

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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 P6 AND STORAGE SPACE S1. PIN 09-17-210-050

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 Mortgagor or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Mortgagee its 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 two 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, his heirs, successors and assigns.

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

Juan C. Escobedo (SEAL)

State of Illinois)
County of Cook ss)

I, the undersigned, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Juan C. Escobedo, 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 10th day of August, 2012

Commission expires 3/29, 2014

Barbara E. Mueller

