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Illinois Anti-Predatory Lending Database Program



1233126034

Certificate of Exemption

Doc#: 1233126034 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/26/2012 10:28 AM Pg: 1 of 7

AW 835245

du 30/4

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 11-30-119-050-1029

Address:

Street: 200 RIDGE AVE #2J

Street line 2:

City: EVANSTON

State: IL

ZIP Code: 60202

Lender: MIRIAM BRAV

Borrower: NATHANIEL BRAV-MCCABE

Loan / Mortgage Amount: \$52,800.00

This property is located within the program area and the transaction is exempt from the requirements of 735 ILCS 77/70 et seq. because the application was taken by an exempt entity.

S Y
P ?
S N
SCY
INTX

Certificate number: 7BA2CE05-D6A8-4E08-86DB-936FB9137EBE

Execution date: 10/26/2012

BOX 333-CT

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AW 8352431 *file*
 MORTGAGE *30/5*

THIS INDENTURE ("Mortgage") is made as of the 26th day of October, 2012, by and between Nathaniel Brav-McCabe ("Borrower") and Miriam Brav ("Lender").

WHEREAS, Borrower, has executed and delivered to Lender a Promissory Note ("Note") dated October 26, 2012, payable to the Lender in the principal sum of fifty-two thousand and no/100 dollars (\$52,000), payable as set forth in the Note, and due on or before October 31, 2042. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note (b) the payment of all sums advanced under paragraph 5 to protect the security of this instrument; and (c) the performance and observance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to lender, the following described property located in the County of Cook, State of Illinois.

See Attached Legal Description.

Property Index Number: 11-30-119-050-1029

Commonly known as: 200 Ridge Avenue, Unit 2J, Evanston, Illinois 60202

TOGETHER with all improvements of every nature whatsoever now or hereafter situated on, above, or below the surface of the property, and all fixtures and personal property now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS WITH AND REPRESENTS TO LENDER as of the date hereof and until the indebtedness is paid in full and any other obligations of Borrower under this Security Instrument are performed in full, as follows:

1. Payment of Debt. (a) Borrower shall make payments by the first of every month beginning November 1, 2012 in the amount of \$100; (b) the entire balance shall be due on or before October 31, 2042; and (b) Borrower shall perform, observe and comply with all provisions of this Security Instrument.

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2. **Property Taxes.** Property taxes shall be paid by Borrower on time and in full.

3. **Payment of Expenses, Liens.** Borrower shall further pay, when due and payable: (a) all general and special assessments, fines impositions, and other operating costs and expenses attributable to the Property which may attain priority over the Security Instrument; (b) any premiums on policies of fire and other hazard insurance covering the Property, as might be required by the condominium association to maintain the master insurance policy; and (c) other sums or indebtedness related to the Property, if any, payable by Borrower. Borrower shall pay these obligations on time directly to the person owed payment.

Borrower shall promptly discharge any lien, charge or encumbrance upon all or any portion of the Property.

4. **Preservation and Maintenance of Property.** Borrower shall not destroy, damage, substantially change or abandon the Property, allow the Property to deteriorate or commit or suffer any material waste.

5. **Borrower's Right to Mortgage the Property and Borrower's Obligation to Defend Ownership of the Property.** I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) I have no knowledge of outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such right.

6. **Protection of Lender's Right in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Mortgaged Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien, which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering the Mortgaged Property to make repairs. Although Lender may take action under this paragraph, Lender is not required to do so.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument.

7. **Condemnation.** The proceeds, up to the amount of the loan, of any award or claim for damages in connection with any condemnation or other taking of all or any part of the

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Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender with any excess paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

8. Borrower not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of this Security Instrument granted by Lender to Borrower shall not operate to release liability Borrower. Any forbearance by Lender in exercising any right to remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Successors and Assigns Bound. The covenants and agreements of this Security Instrument shall bind and benefit the successor and assigns of Borrower and Lender, subject to the provisions of paragraph 14.

10. Notices. Any notice to Borrower provided for in this Security Instrument shall be in writing and shall be given by delivering it by hand or by sending it by certified or registered mail, postage pre-paid, return receipt requested. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be sent by registered or certified mail, postage pre-paid, return receipt requested, to Lender's attorney as follows:

Miriam Brav
8633 Georgiana
Morton Grove, Illinois 60053

Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

11. Governing Law; Severability. The terms and provisions of this Mortgage are to be governed by the laws of the State of Illinois. In the event that any provision or clause of this Mortgage or the Note shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, entities or circumstances, nor any other instrument referred to hereinabove shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

12. Borrower's Copy. Borrower shall be given a copy of the Note and this Security Instrument.

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13. Transfer of the Property or a Beneficial Interest in Borrower. If the Property is sold or transferred prior to the maturity date of the loan, Borrower shall notify Lender and make immediate payment in full of all sums secured by this Security Instrument.

14. Events of Default. Any of the following shall constitute a Default under this Security Instrument:

(a) Borrower fails to pay the Secured Indebtedness pursuant to the terms of the Note or this Security Instrument;

(b) Borrower fails to observe or perform any covenant, agreement or obligation of Borrower contained in the Note or this Security Instrument; or if any representation or statement made in this Security Instrument or any representation, warranty or statement made in any other document or material furnished to Lender by or on behalf of Borrower in connection with the Note proves to be false or inaccurate in any material respect as of the date of making or issuance thereof;

(c) Borrower (i) sells, conveys, leases with an option to purchase, enters into a contract for the sale of, grants an option to purchase or otherwise alienates, mortgages or further encumbers all or any part of the Property or any interest therein, or (ii) is divested of title thereto or any interest therein in any manner or way, whether voluntarily or involuntarily; or any beneficiary of Borrower, without the prior written consent of Lender, creates, effects, contracts for, commits to, consents to, suffers or permits any sale, assignment, collateral assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation of all or any portion of such beneficial interest in Borrower;

(e) Any proceedings are instituted or process issued to enforce any lien, charge or encumbrance against the Property; a writ of execution or attachment or any similar process is issued or levied against all or any portion of the Property or interest therein; or any judgment involving monetary damages is entered against Borrower or any beneficiary of Borrower which shall become a lien on all or any portion of the Property or any interest therein and within twenty (20) days thereafter, such proceeding, execution, attachment, similar process or judgment is not dismissed, stayed on appeal, withdrawn, released, satisfied or vacated;

(i) Borrower becomes insolvent, declares bankruptcy, makes a general assignment for the benefit of creditors; a trustee, receiver or other custodian is appointed for Borrower; and/or a writ or warrant of attachment or similar order is issued by any court or any governmental authority against all or a substantial portion of the property of Borrower.

15. Acceleration; Remedies. In the event of default, Lender shall give Borrower notice of default requesting immediate payment of the sum secured by this Security Instrument. Should Borrower not pay Lender in full or otherwise cure the default within 30 days, Lender may re-take possession of the Property without return of any funds already paid by Borrower.

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Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

16. 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 recordation costs.

17. Headings. The descriptive headings used herein are for convenience of reference only, and they are not intended to have any effect whatsoever in determining the rights or obligations of the Borrower or Lender and they shall not be used in the interpretation or construction hereof.

18. Attorneys' Fees. As used in this Security Instrument, attorneys' fees shall include, but not be limited to, fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, proceedings and appeals.

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

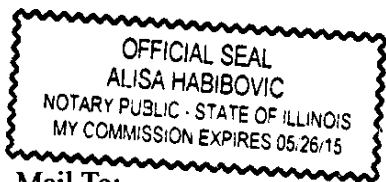


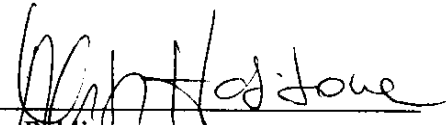
Nathaniel Brav-McCabe, Borrower

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Nathaniel Brav-McCabe, personally known to me to be the 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 26 day of Oct, 2012.





Notary Public

After Recording, Mail To:
Miriam Brav
8633 Georgiana
Morton Grove, Illinois 60053

Initials: NB-M

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 AW8352431 SK
STREET ADDRESS: 200 RIDGE AVE #2J
CITY: EVANSTON **COUNTY:** COOK
TAX NUMBER: 11-30-119-050-1029

LEGAL DESCRIPTION:

UNIT 2J IN THE RIDGE 200 CONDOMINIUM ASSOCIATION AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 47, LOT 48, LOT 49 AND LOT 50 IN RIDGE VIEW, A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 3, 1974 KNOWN AS TRUST NUMBER 64461 FILED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT LR 2979345 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING ALL THE PROPERTY AND SPACE COMPRISING ALL OF THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY.

Proposed Cook County Clerk's Office