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1234642117

Illinois Anti-Predatory Lending Database Program

Doc#: 1234642117 Fee: \$46.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/11/2012 02:28 PM Pg: 1 of 6

Certificate of Exemption

First American Title
Order # 2354500

Report Mortgage Fraud
800-532-8785

The property identified as: Pin: 15-05-400-020-0000

Address:

Street: 4701 West Lake Street

Street line 2:

City: Melrose Park

State: IL

ZIP Code: 60160

Lender: 4701 W. Lake Street, L.L.C.

Borrower: Guerine & Company, Inc.

Loan / Mortgage Amount: \$155,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 7770 et seq. because it is commercial property.

S Y
P 15
S N
SC V
INT IV

Certificate number: 848CA1A4-D060-44BB-A606-32D276E0D5E5

Execution date: 11/27/2012

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

First American Title
Order # 2754500

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 27, 2012.

The Mortgagor is Guerine & Company, Inc., an Illinois corporation, whose address is 1418 N. 12th Ave., Melrose Park, IL 60160 ("Borrower").

This Security Instrument is given to 4701 W. Lake Street, L.L.C., an Illinois limited liability company, whose address is 5202 Washington, Ste. 5, Downers Grove, IL 60515 ("Lender").

Borrower owes to the Lender the sum of One Hundred Fifty-Five Thousand Dollars (\$155,000.00).

This debt is evidenced by Borrower's Promissory Note dated the same date as this Security Instrument (the "Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on December 1, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced to protect this Security Instrument and enforce the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois (the "Property"):

THE EAST 100 FEET (MEASURED ON THE NORTH LINE) EXCEPT THE NORTH 125 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION RUNNING THENCE EAST 9 CHAINS AND 75 LINKS THENCE SOUTH 7 CHAINS AND 8 LINKS TO THE MIDDLE OF CHICAGO AND ELGIN ROAD (NOW KNOWN AS LAKE STREET) THENCE IN A NORTHWESTERLY DIRECTION ALONG THE MIDDLE OF SAID ROAD 10 CHAINS AND 63 LINKS TO 1/2 SECTION LINE; THENCE NORTH 3 CHAINS AND 18 LINKS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Permanent Index Number: 15-05-400-020-0000 Vol. 156

Address of Real Estate: 4701 W. Lake Street, Melrose Park, IL 60160

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacement 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 that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower hereby incorporates all provisions and promises stated in the Note into this Security Instrument as if restated in its entirety herein.

IF BORROWER FAILS to perform the covenants and agreements contain this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, condemnation, forfeiture, or the enforcement of any 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. Although allowed to take necessary action, Lender is under no obligation to do so.

BORROWER SHALL keep the Property insured against loss by fire, hazards, injury which may occur at the Property and which may affect the value of the Property necessary to secure repayment of the Note. Borrower shall further allow reasonable inspection of the Property upon reasonable notice and cause for inspection. If the Property is condemned, destroyed, damaged or otherwise declared uninhabitable, and for which claims for damages are received or awarded, Borrower hereby assigns those proceeds to Lender.

All Notices shall be sent by Lender to Borrower via email to the following email address: XXX. Such Notices shall be deemed received upon confirmed transmission to the foregoing address.

Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay all costs of recording this document and its anticipated release.

IN THE EVENT OF DEFAULT of any term in this Security Instrument and its incorporated Note, and upon thirty (30) days notice, Lender shall have the right to accelerate the payment of the full amount of principal, interest, and costs accrued thereunder.

THIS SECURITY INSTRUMENT shall be construed under the laws of the State Of Illinois.

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SIGNED AND SEALED this 27th day of November, 2012.

K Kenneth Guerini President

Guerine & Company, Inc.

By: *Kenneth Guerini*

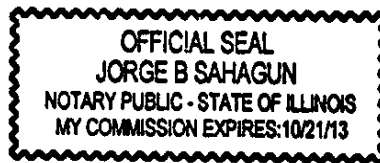
Its: *President*

Borrower

Subscribed and Sworn To Before Me, the undersigned authority, this 27 day of Nov., 2012.

[Signature]

Notary Public



Prepared By:
Law Offices of Rory K. McGinty, P.C.
5202 Washington, Ste. 5
Downers Grove, IL 60515

After Recording, Mail To:
Law Offices of Rory K. McGinty, P.C.
5202 Washington, Ste. 5
Downers Grove, IL 60515

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description: THE EAST 100 FEET (MEASURED ON THE NORTH LINE) EXCEPT THE NORTH 125 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION RUNNING THENCE EAST 9 CHAINS AND 75 LINKS THENCE SOUTH 7 CHAINS AND 8 LINKS TO THE MIDDLE OF CHICAGO AND ELGIN ROAD (NOW KNOWN AS LAKE STREET) THENCE IN A NORTHWESTERLY DIRECTION ALONG THE MIDDLE OF SAID ROAD 10 CHAINS AND 63 LINKS TO 1/2 SECTION LINE; THENCE NORTH 3 CHAINS AND 18 LINKS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 15-05-400-020-0000 Vol. 156

Property Address: 4701 West Lake Street, Melrose Park, Illinois 60160

Property of Cook County Clerk's Office