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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1304439048 Fee: \$68.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/13/2013 11:38 AM Pg: 1 of 4

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 14-30-106-106-1007

Address:

Street: 2007 W. Belmont Avenue

Street line 2: Unit 4E

City: Chicago

State: IL

ZIP Code: 60618

Lender: GYMNASTICS LLC

Borrower: PETER MCMAHON

Loan / Mortgage Amount: \$120,000.00

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: EA4C32D4-F544-40B0-8A60-C2716D3F8612

Execution date: 01/25/2013

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That PETER McMAHON

(hereinafter called the Grantor), of
2007 W. Belmont Ave. #4E, Chicago, IL 60618
(No. and Street) (City) (State)

for and in consideration of the sum of Ten (\$10.00) Dollars

in hand paid, CONVEY S AND WARRANT S to GYMNASTICS LLC, an Illinois limited liability
company
(No. and Street) (City) (State)

as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number(s) 14-30-106-106-1007 and 14-30-106-106-1018
Address(es) of premises: 2007 W. Belmont Ave. Units 4E and P10, Chicago, IL 60618

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted upon ITS principal promissory note bearing even date herewith, payable to GYMNASTICS LLC pursuant to the terms contained therein.

LOAN AMOUNT: \$120,000.00

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or repair all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances, and interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and the money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 20% per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at 25% per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if a part of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, which proceeding, whether a decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the cost of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: Peter McMahon

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then of said County is hereby appointed to be first successor in this trust;

and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, or receiving the same, without charge.

This trust deed is subject to First Mortgage of LaSalle Bank N.A. dated October 23, 2007

and Recorded as Cook County Recorder's No. 0731813000

Witness the hand and seal of the Grantor this 25th day of January 2013

Peter McMahon (SEAL)

Please print or type name(s) below signature(s)

(SEAL)

This instrument was prepared by Allen B. Glass, Esq., 55 E. Jackson Blvd. #500, Chicago, IL 60604
(NAME AND ADDRESS)

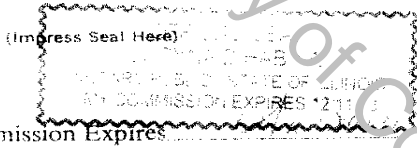
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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, _____ a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter McMahon

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 _____ 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 _____ day of January 2013



Notary Public

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO _____

GEORGE E. COLE®
LEGAL FORMS

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LEGAL DESCRIPTION

OF

2007 W. BELMONT

UNITS 4E and P10

CHICAGO, ILLINOIS 60618

PINS: 14-30-106-106-1007 and
14-30-106-106-1018

Unit No. 4E and Parking Space Unit P-10, in Beldam Condominium Association Condominium, as delineated on a survey of the following described real estate: Part of Lots 1, 2 and 3 in Owner's Subdivision of part of the East Half of Lot 17 in Snow Estates Subdivision in Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, which survey is attached as Exhibit "D" to the Declaration of Condominium Ownership recorded July 27, 2006 as Document 0620834045, as amended from time to time, together with its undivided interest in the common elements, all in Cook County, Illinois.

Property of Cook County Clerk's Office