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Illinois Anti-Predatory Lending Database Program



1307819066

Certificate of Exemption

Doc#: 1307819066 Fee: \$48.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/19/2013 03:37 PM Pg: 1 of 6

**NORTH AMERICAN
TITLE CO.**

15820-13-00305K

**Report Mortgage Fraud
800-532-8785**

The property identified as: **PIN: 14-08-305-062-1005**

Address:

Street: 1343 W WINONA ST #3E

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60640

Lender: THE RAM ORGANIZATION 1343 WEST WINONA LLC

Borrower: JENNY N NGUYEN

Loan / Mortgage Amount: \$50,000.00

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: 3D95870D-1454-491A-A435-66DD563F5E7A

Execution date: 03/07/2013

UNOFFICIAL COPY**MORTGAGE**15820-13-00305K³**NAT**

THIS AGREEMENT made March 7, 2013 by and between Jenny N. Nguyen hereafter referred to as "Mortgagor" whose address is 1343 W. Winona #2E, Chicago, IL 60640; and The Ram Organization 1343 West Winona LLC whose address is 4441 N. Milwaukee Ave., Chicago, IL 60630, hereafter referred to as "Mortgagee".

Witnesseth:

THAT WHEREAS the Mortgagor is justly indebted to the Mortgagee upon an Promissory Note of even date herewith in the principal sum of Fifty Thousand (\$50,000.00) Dollars payable to the order of and delivered to the Mortgagee, in and by which Note the Mortgagor promises to pay the said principal sum and interest at the rate of 4% per annum as provided in said note, with a final payment of the balance due on the 7th day of February, 2017 and all of said principal and interest are made payable at such place as the holder of the Note may, from time to time in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 4441 N. Milwaukee Ave., Chicago, IL 60630.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations 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, does by these presents CONVEYS AND WARRANTS unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the County of Cook, State of Illinois, to wit:

SEE ATTACHED COPY OF LEGAL DESCRIPTION

Commonly known as 1343 W. Winona St #3E, Chicago, IL 60640

PIN: 14-08-305-062-1005

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm

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doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses 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 the Mortgagor does hereby expressly release and waive. Furthermore,

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's lien or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, (d) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (e) refrain from making material alterations in said premises except as permitted by law or municipal ordinances.

2. Mortgagor shall (a) pay before any penalty attaches all general taxes, and pay special taxes, , association assessments, special assessments, water charges, sewer service charges, and other charges against the premises when due; (b) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient to pay the cost of replacing or repairing the same in companies satisfactory to Mortgagee under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies to Mortgagee. All moneys and expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall become additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at 8% per annum.

3. Inaction of Mortgagee shall not be considered a waiver of any right accruing to Mortgagee on account of any of the provisions of this Mortgage.

4. Should Mortgagor default in any of the terms and provisions set forth in the Note, Mortgagee shall have the right to foreclose the lien hereof and in said suit, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses, which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies and similar data and assurances with respect to title which may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature described in this paragraph shall become additional indebtedness secured hereby and immediately due and payable, with interest at 15% per annum, when paid or incurred by Mortgagee in connection with (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b)

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preparations for the commencement of any suit for foreclosure whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items mentioned in the preceding paragraph; Second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as provided; Third, to Mortgagee the amount then due under the Note; Fourth, any excess to Mortgagor, its heirs, legal representatives or assigns, as its rights may appear.

6. Upon, or at any time after the filing of a suit to foreclose this mortgage, the court in which such suit is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have the power to collect rents, issues and profits of said premises during the pendency of such foreclosure action and, in case of a sale and a deficiency, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the premises during the whole of said period.

7. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

8. The mortgagor waives any right of redemption by statute or otherwise, and the right to reinstate this mortgage.

9. This mortgage and all provisions herein shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor. The word Mortgagee used herein shall include the successors and assigns of the Mortgagee.

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

MORTGAGOR:



Jenny N. Nguyen


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State of Illinois)
) ss:
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jenny N. Nguyen is 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 she signed, sealed and delivered the said instrument as her 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 March, 2013.

My Commission expires



NOTARY PUBLIC



This instrument was prepared by Paul DeBiase 5536 W. Montrose Ave., Chicago, IL 60641

Mail to Paul DeBiase 5536 W. Montrose Ave., Chicago, IL 60641

Property of Cook County Clerk's Office

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15820-13-00305K

Property Address: 1343 W. WINONA ST, #3E
CHICAGO, IL 60659

Parcel I.D : 14-08-305-062-1005

PARCEL 1:

UNIT 3E IN THE 1343 WEST WINONA CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOT 25 IN BROWN'S FIRST ADDITION TO ARGYLE, BEING A SUBDIVISION OF THE NORTH 6 62/100 CHAINS OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 13, 2008 AS DOCUMENT NUMBER 0804415156, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-5 A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NO. 0804415156