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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



1322544025

**Doc#:** 1322544025 **Fee:** \$46.00

RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds

Date: 08/13/2013 11:47 AM Pg: 1 of 5

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

The property identified as: **PIN:** 16-25-213-015-0000

**Address:**

**Street:** 2623 W. 24th Street

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60608

**Lender:** QUN XU

**Borrower:** HUA TONG

**Loan / Mortgage Amount:** \$96,603.16

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:** 1CD0B3E5-7552-49D5-8971-68D72D13E2A9

**Execution date:** 08/07/2013

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## AMENDED AND RESTATED MORTGAGE

This Agreement made this 27<sup>th</sup> day of August, 2013  
Between **HUA TONG**, 1806 Woodview Court, Village  
of Darien, County of Dupage, State of Illinois 60561,  
(hereinafter "Mortgagor") and, **QUN XU** having an address at  
2541 W. Grenshaw Street, Chicago, Illinois,  
County of Cook, State of Illinois, 60612 (hereinafter "Mortgagee")

**WHEREAS**, the Mortgagor is justly indebted to the Mortgagee pursuant to that certain Promissory Note of even date in the principal sum of NINETY-SIX THOUSAND SIX HUNDRED THREE AND 16/100 DOLLARS (\$96,603.16) payable to the order of and delivered to the Mortgagee (the "Note"), in and by which the Mortgagor promises to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on **March 1, 2020**; and

**WHEREAS**, Mortgagor and Mortgagee entered into that certain Mortgage dated September 6, 2012; and,

**WHEREAS**, Mortgagor and Mortgagee mutually agree to amend and restate the Promissory Note and the Mortgage.

**NOW THEREFORE**, the Mortgagor, to secure the payment of said principal sum of money and interest in accordance with the 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 Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is acknowledged, does by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Property and all of its estate, right, title and interest herein, situate, lying and being in the City of Chicago, County of Cook, State of Illinois, to wit:

**LOT 10 IN CYRUS H. MCCORMICK ESTATES SUBDIVISION OF BLOCK 11 IN  
S.J. WALKER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 25,  
TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN IN COOK COUNTY, ILLINOIS.**

Common Address: 2623 W 24<sup>th</sup> St, Chicago IL 60608  
Permanent Index Number: 16-25-213-015-0000

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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 time 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 gas, heat, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled) and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said Property 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 their successors or assigns shall be considered as part of the Property.

It is hereby covenanted and agreed by the said Mortgagor for himself, his heirs, personal representatives and assigns to and with the said Mortgagee, its heirs, personal representatives and assigns, that no waste upon any of said premises shall be committed or suffered; that he will not use or permit the Property to be used for any illegal or unlawful purposes, that he shall cause no additional City of Chicago building code violations to be filed against the Property; he shall pay and discharge all taxes, assessments and other liens now or hereafter against the same or any part thereof, and will also pay all costs and expenses, including reasonable attorney's fees, to be fixed by the Court therein, to any person made a party to any suit, at law or in equity, by reason of his or her being a party hereto or interested in any indebtedness hereby secured, and further will, while the lien hereof subsists, at all times have and keep insured, for the benefit of the holder of any indebtedness hereby secured, all buildings upon any of said Property to their full value, or to the amount of said indebtedness, and will at once repay to any party hereto or to any person interested in any of said indebtedness, all money advanced for the purpose of procuring or paying anything above herein agreed to be furnished or paid by said Mortgagor as aforesaid, together with maximum allowable interest rate per annum thereon from the date of such advancement until repaid, and the same as well as the costs, expenses, attorney fees as aforesaid, shall each constitute a further indebtedness hereby secured, and are hereby made a lien upon said Property.

But if default be made in the payment of the Note or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste, nonpayment of any tax, assessment or other lien as aforesaid, or of any costs, expenses, attorney fees, as aforesaid, or of a failure to insure or keep insured as aforesaid, or to so repay any money advanced or interest thereon, as aforesaid, or to keep, observe and perform any covenant or agreement herein contained, then or in either of those events, the whole or said principal in said Note mentioned,

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shall thereupon, at the option of the Mortgagee or any person holding any indebtedness hereby secured, become immediately due and payable, and this Mortgage may be at once foreclosed to pay the same.

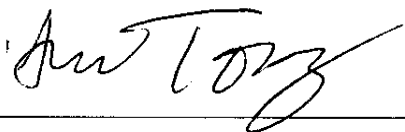
The principal balance of the Note may be prepaid by Mortgagor in whole or in part without penalty, at any time and upon the payment of:

- (i) all accrued interest to and including the prepayment date; and
- (ii) all other sums due under the Note and this Mortgage.

This Mortgage is not transferrable or assumable. Upon the sale or any other transfer or conveyance of the Property or Mortgagor's interest in the Property, the full amount of principal and interest and other costs and expenses due hereunder shall be immediately payable to Mortgagee.

In case of the filing of any complaint to foreclose this Mortgage, any court having jurisdiction thereof, shall either before or after any sale made in such proceedings, appoint a receiver to collect the rents issues and profits from said premises, during the pendency of such foreclosure suit, and until the period of redemption from such sale shall expire, and the same when so collected, to apply to the payment of the expenses of such receivership and the balance to any indebtedness hereby secured. Any indebtedness herein made a lien upon said premises, remaining unpaid when any suit is brought to foreclose this Mortgage, shall, unless discharged in the meantime, be included in the decree of foreclosure, together with a reasonable attorney fee, to be added as a part of the cost in such suit, and out of the proceeds of any sale made under such decree there shall first be paid all costs in such suit, and all expenses of advertisement, selling and conveying the Property, or attempting so to do, and all moneys advanced as aforesaid, with interest as aforesaid, and then there shall be paid the moneys evidenced by said Note, whether due or payable by the terms thereof or not.

By signing below, Mortgagor accepts and agrees to the terms and covenants contained in this Mortgage.



HUA TONG

**ACKNOWLEDGEMENT ON FOLLOWING PAGE**

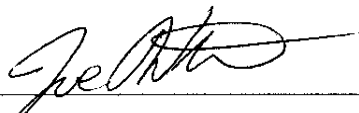
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State of Illinois

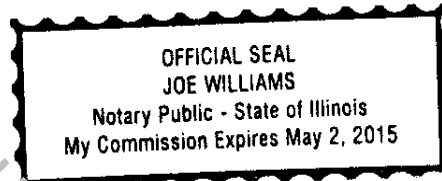
County of Cook

I, the undersigned, Notary Public in and for said County and State, do hereby certify that **HUA TONG**, personally appeared before me and is known to me to be the person who, being informed of the contents of the foregoing instrument, has executed same, and acknowledged said instrument to be his free and voluntary act and deed and that he executed said instrument for the purposes and uses therein set forth.

Witness my hand and seal this 7<sup>th</sup> day of August, 2013.

  
\_\_\_\_\_  
Notary Public

This Instrument Prepared By:  
James E. Branda  
Law Offices of James E. Branda  
608 S. Washington Street, Suite 307  
Naperville, IL 60540  
(630) 548-3940



After Recording Mail To:

Law Office of James E. Branda  
608 S. Washington Street, Suite 307  
Naperville, IL 60540