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Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption



Doc#: 1404934058 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 02/18/2014 02:12 PM Pg: 1 of 4

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 11-18-100-021-0000

Address:

Street:

1229 Leon Place

Street line 2:

City: Evanston

Lender: Shirley Ellis

Borrower: Building Partners, LTD

Loan / Mortgage Amount: \$70,000.00

di. 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: 37CC6057-1782-4214-BF60-368B104C5163

Execution date: 02/18/2014

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After Recording Return To:

Scott D. Verhey, Esq. Law Offices of Scott D. Verhey 734 North Wells Street Chicago, Illinois 60654

[Space Above Teis Line For Recording Date]

MORTGAGE

Definitions

Words used in multiple sections of this document are defined below.

- (A) "Security Instrument" means this mortgage, which is dated December 14, 2013, together with all Riders to this document.
- (B) "Borrower" is BUILDERING PARTNELS, LTD. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is SHIRLEY ELLIS. Lender is an individual whose address is 1740 Wesley Avenue, Evanston, Illinois 60201-3519. Lender is the mortgagee under this Security Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated December 14, 2013. The Note states that Borrower owes Lender Seventy Thousand Dollars (U.S. \$70,000). Borrower has promised to pay this debt in regular annual payments until paid in full.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
 - (F) "Loan" means the debt evidenced by the Note.
 - (G) "Periodic Payment" means the regularly scheduled annual payments under the Note.
- (H) "RESPA" means the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. §2601, et seq., and its implementing regulation, Regulation X, 24 C.F.R. pt. 3500, as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (I) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

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Transfer of Rights in the Property

This Security Instrument secures to Lender (1) the repayment of the Loan and all renewals, extensions, and modifications of the Note and (2) the performance 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 and Lender's successors and assigns the following described property located in the Cook County which currently has the address of 1229 Leon Place, Evanston, Illinois 60201:

LOT 7 in Leonhardt's Subdivision of part of the Northwest ¼ of the Northwest ¼ of Section 18, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County,

PERMANENT REAL ESTATE INDEX NUMBER: 11-18-100-021 (Vol. 057)

TOGETHER Wiffi 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 replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Propercy."

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.

THIS SECURITY INSTRUMENT combines un form covenants for national use and nonuniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Late Charges. Borrower shall pay when due the debt evidenced by the Note and any late charges due under the Note to Lender by: (a) cash; (b) money order; (c) certified check, or (d) Electronic Funds Transfer.
- 2. <u>Charges: Liens</u>. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property that can attain priority over this Security Instrument.
- 3. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property and securing and/or repairing the Property.

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- 4. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first-class mail or when actually delivered to Borrower's notice address if sent by other means.
- 5. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the state of Illinois.

As used in this Security Instrument, (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (b) words in the singular shall mean and include the plural and vice versa, and (c) the word "may" gives sole discretion without any obligation to take any action

NONUNIFOR WCOVENANTS. Borrower and Lender further covenant and agree as follows:

6. Release. Upon rayment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Bor over shall pay any recordation costs.

BY SIGNING BELOW, 25r ower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

BUILDERING PARTNERS, LTD. (Borrower)

Cemeron Cles 1	(res
By: Cameron Ellis, President	
	ACKNOWLEDGMENT
STATE OF ILLINOIS	
COUNTY OF COOK) SS)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named CAMERON ELLIS, President of BUILDERING PARTNERS, LTD., personally to be known to be the individual described in and who both executed the Mortgage, and acknowledged that he signed and delivered the Mortgage as such officer of said Buildering Partners, Ltd. as his free and voluntary act of said corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4th day of December, 2013

and for the State of Illinois

8WEEDLANA SHAMOON NOTARY PUBLIC, STATE OF ILLINOIS 0001 EXPIRES 2-18-2015