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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1411416102 Fee: \$80.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/24/2014 04:51 PM Pg: 1 of 7

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 07-28-311-004-0000 ✓

Address:

Street: 1170 Saylesville Lane ✓

Street line 2:

City: Schaumburg ✓

State: IL

ZIP Code: 60193

Lender: Lufthansa Employee Federal Credit Union

Borrower: Almir & Mirejla Murtic

Loan / Mortgage Amount: \$30,000.00 ✓

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: 4861A624-78CA-4EF6-8CB0-91D6C62B0D6A

Execution date: 04/11/2014



T 27-Standard N.Y. U. Form 101
Mortgage Note Instrument of Conveyance, 1-98

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DISTRIBUTED BY Blumberg Excelsior Inc.
NYC 10013

**CONSULT YOUR LAWYER
BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.**

MORTGAGE NOTE

\$ 30,000.00

Dated: February 25, 2014

FOR VALUE RECEIVED,

Almir Murtic and Mirejla Murtic, husband and wife, both residing at
1170 Saylesville Lane, Schaumburg, IL 60193 ✓

promise to pay to

Lufthansa Employee Federal Credit Union, an organization duly licensed under the
Federal Laws of the United States of America

or order, at 1640 Hempstead Turnpike, East Meadow, NY 11554

or at such other place as may be designated in writing by the holder of this note, the principal sum of
Thirty Thousand and 00/100.....
dollars
at a fixed rate of 3.75% from February 25, 2014. I will pay principal and interest by making a monthly payment. I will make my payment on the last day
of each month beginning March 31, 2014. I will make these payments every month
until I have paid all the principal and interest and any other charges that I may
owe under the mortgage. My monthly payments will be applied to interest before
principal. If on February 28, 2021 I shall still owe amounts under this Mortgage
of principal or interest, I will pay these amounts in full at that time.

~~with interest thereon to be computed from the date hereof at the rate of~~ per centum
~~per annum and to be paid on the~~ XXXXX next ensuing and
~~thereafter~~

IT IS HEREBY EXPRESSLY AGREED, that the said principal sum secured by this note shall become due
at the option of the holder thereof on the happening of any default or event by which, under the terms of the
mortgage securing this note, said principal sum may or shall become due and payable; also, that all of the
covenants, conditions and agreements contained in said mortgage are hereby made part of this instrument.

Presentment for payment, notice of dishonor, protest and notice of protest are hereby waived.

This note is secured by a mortgage made by the maker to the payee of even date herewith, on property situate
in the County of Cook, State of Illinois, Index # 07-28-311-004-0000, more
particularity described in the Mortgage. ✓

This note may not be changed or terminated orally.

Almir Murtic
Almir Murtic
Mirejla Murtic
Mirejla Murtic

S NO
P 7
M Mo
SC Yes
E Yes
INT Yes

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ACKNOWLEDGMENT IN NEW YORK STATE (RPL 309-a)

State of ~~New York~~ IL, County of COOK ss.:

On 03-06-14 before me, the undersigned, personally appeared Mirejla Murtic and Almir Murtic, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

"OFFICIAL SEAL"
SHABBIR ALIBHAI
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES JUNE 11, 2015
(Signature)

ACKNOWLEDGMENT OUTSIDE NEW YORK STATE (RPL 309-b)

State of IL County of COOK ss.:

On 03-06-14 before me, the undersigned, personally appeared Mirejla Murtic and Almir Murtic, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in

(insert city or political subdivision and state of county or other place acknowledgment taken)

(signature and office of individual taking acknowledgment)

"OFFICIAL SEAL"
SHABBIR ALIBHAI
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES JUNE 11, 2015

ACKNOWLEDGMENT BY SUBSCRIBING WITNESS(ES)

State of _____ } ss.:
County of _____ }

On _____ before me, the undersigned, personally appeared _____

the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in *(if the place of residence is in a city, include the street and street number, if any, thereof):*

that he/she/they know(s)

to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said

execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto.

(if taken outside New York State insert city or political subdivision and state or country or other place acknowledgment taken. And that said subscribing witness(es) made such appearance before the undersigned in

(signature and office of individual taking acknowledgment)

TITLE No.

LOAN No.

Almir Murtic and Mirejla Murtic

TO

Lufthansa Employee Federal Credit Union

Mortgage Note

Dated February 25, 2014



A 283—Standard N.Y.B.T.U. Form 8014 Mortgage
Individual Corporation, 1-8

DISTRIBUTED BY BlumbergExcelstor Inc.
NYC 10013

UNOFFICIAL COPY

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT. THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS MORTGAGE, made the 25th day of February, 2014

BETWEEN Almir Murtic and Mirejla Murtic, husband and wife, residing at 1170 Saylesville Lane, Schaumburg, IL 60193

and Lufthansa Employee Federal Credit Union, A Federal Chartered banking institution having a principal place of business at 1640 Hempstead Turnpike, East Meadow, NY 11554, the mortgagor,

, the mortgagee,

WITNESSETH, that to secure the payment of an indebtedness in the sum of Thirty Thousand and 00/200 (\$30,000.00)..... dollars, lawful money of the United States, to be paid at a fixed rate of 3.75% from February 25, 2014. I will pay principal and interest by making a payment each month. I will make my monthly payment on the last day of each month beginning March 31, 2014. I will make these payments every month until I have paid all of the principal and interest, and any other charges that I may owe under the Mortgage. My monthly payments will be applied to interest before principal. If on February 28, 2021, I shall still owe amounts under this mortgage of principal or interest, I will pay these amounts in full at that time.

~~with interest thereon to be computed from the day of~~ ~~next closing~~
~~the date of~~ ~~the date of~~
~~the date of~~

according to a certain bond, note or obligation bearing even date herewith, the mortgagor hereby mortgages to the mortgagee

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being ~~XXXXX~~ Lot number 21543 in Weathersfield Unit 21 2nd addition, being a subdivision in the southwest 1/4 of section 28, township 41 north, range 10, east of the third principal meridian, according to plat thereof registered in the office of the registrar of title in Cook County, Illinois on July 7, 1976 as document LR2880008, in Cook County, Illinois, more commonly known as 1170 Saylesville Lane, Schaumburg, IL 60193

The property is covered by the Mortgage if improved by a one-family dwelling only.

This Mortgage is subject and subordinate to a first mortgage with Lufthansa Employee Federal Credit Union

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TOGETHER with all right, title and interest of the mortgagor in and to the land lying in the streets and roads in front of and adjoining said premises;

TOGETHER with all fixtures, chattels and articles of personal property now or hereafter attached to or used in connection with said premises, including but not limited to furnaces, boilers, oil burners, radiators and piping, coal stokers, plumbing and bathroom fixtures, refrigeration, air conditioning and sprinkler systems, wash-tubs, sinks, gas and electric fixtures, stoves, ranges, awnings, screens, window shades, elevators, motors, dynamos, refrigerators, kitchen cabinets, incinerators, plants and shrubbery and all other equipment and machinery, appliances, fittings, and fixtures of every kind in or used in the operation of the buildings standing on said premises, together with any and all replacements thereof and additions thereto;

TOGETHER with all awards heretofore and hereafter made to the mortgagor for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for changes of grade of streets, which said awards are hereby assigned to the mortgagee, who is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the mortgage debt, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the said mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said awards to the mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be altered, removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any instalment of principal or of interest for fifteen days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided. An assessment which has been made payable in instalments at the application of the mortgagor or lessee of the premises shall nevertheless, for the purpose of this paragraph, be deemed due and payable in its entirety on the day the first instalment becomes due or payable or a lien.
5. That the holder of this mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within five days upon request in person or within ten days upon request by mail will furnish a written statement duly acknowledged of the amount due on this mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the fire insurance policies required by paragraph No. 2 above shall contain the usual extended coverage endorsement; that in addition thereto the mortgagor, within thirty days after notice and demand, will keep the premises insured against war risk and any other hazard that may reasonably be required by the mortgagee. All of the provisions of paragraphs No. 2 and No. 4 above relating to fire insurance and the provisions of Section 254 of the Real Property Law construing the same shall apply to the additional insurance required by this paragraph.
11. That in case of a foreclosure sale, said premises, or so much thereof as may be affected by this mortgage, may be sold in one parcel.
12. That if any action or proceeding be commenced (except an action to foreclose this mortgage or to collect the debt secured thereby), to which action or proceeding the mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the mortgagee for the expense of any litigation to prosecute or defend the rights and lien created by this mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

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13. That the mortgagor hereby assigns to the mortgagee the rents, issues and profits of the premises as further security for the payment of said indebtedness, and the mortgagor grants to the mortgagee the right to enter upon and to take possession of the premises for the purpose of collecting the same and to let the premises or any part thereof, and to apply the rents, issues and profits, after payment of all necessary charges and expenses, on account of said indebtedness. This assignment and grant shall continue in effect until this mortgage is paid. The mortgagee hereby waives the right to enter upon and to take possession of said premises for the purpose of collecting said rents, issues and profits, and the mortgagor shall be entitled to collect and receive said rents, issues and profits until default under any of the covenants, conditions or agreements contained in this mortgage, and agrees to use such rents, issues and profits in payment of principal and interest becoming due on this mortgage and in payment of taxes, assessments, sewer rents, water rates and carrying charges becoming due against said premises, but such right of the mortgagor may be revoked by the mortgagee upon any default, on five days' written notice. The mortgagor will not, without the written consent of the mortgagee, receive or collect rent from any tenant of said premises or any part thereof for a period of more than one month in advance, and in the event of any default under this mortgage will pay monthly in advance to the mortgagee, or to any receiver appointed to collect said rents, issues and profits, the fair and reasonable rental value for the use and occupation of said premises or of such part thereof as may be in the possession of the mortgagor, and upon default in any such payment will vacate and surrender the possession of said premises to the mortgagee or to such receiver, and in default thereof may be evicted by summary proceedings.

14. That the whole of said principal sum and the interest shall become due at the option of the mortgagee: (a) after failure to exhibit to the mortgagee, within ten days after demand, receipts showing payment of all taxes, water rates, sewer rents and assessments; or (b) after the actual or threatened alteration, demolition or removal of any building on the premises without the written consent of the mortgagee; or (c) after the assignment of the rents of the premises or any part thereof without the written consent of the mortgagee; or (d) if the buildings on said premises are not maintained in reasonably good repair; or (e) after failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the premises within three months from the issuance thereof; or (f) if on application of the mortgagee two or more fire insurance companies lawfully doing business in the State of New York refuse to issue policies insuring the buildings on the premises; or (g) in the event of the removal, demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby, unless the same are promptly replaced by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from chattel mortgages or other encumbrances thereon and free from any reservation of title thereto; or (h) after thirty days' notice to the mortgagor, in the event of the passage of any law deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the taxation of mortgages or debts secured thereby for state or local purposes; or (i) if the mortgagor fails to keep, observe and perform any of the other covenants, conditions or agreements contained in this mortgage.

15. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

Strike out this clause 16 if inapplicable.

~~16. That the execution of this mortgage is authorized by the Board of Directors of the Mortgagor~~

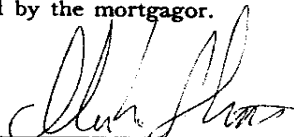
16. The monthly payment will be in the amount of \$406.62

17. Notwithstanding anything to contrary herein contained, in the event of a default of payment of the Note bearing an even date with the Mortgage herein, the Mortgagee shall be entitled to reasonable attorney's fees and actual costs and disbursements for the collection of the Note and the necessary foreclosure hereunder.

This mortgage may not be changed or terminated orally. The covenants contained in this mortgage shall run with the land and bind the mortgagor, the heirs, personal representatives, successors and assigns of the mortgagor and all subsequent owners, encumbrancers, tenants and subtenants of the premises, and shall enure to the benefit of the mortgagee, the personal representatives, successors and assigns of the mortgagee and all subsequent holders of this mortgage. The word "mortgagor" shall be construed as if it read "mortgagors" and the word "mortgagee" shall be construed as if it read "mortgagees" whenever the sense of this mortgage so requires.

IN WITNESS WHEREOF, this mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:



 ALMIR MURTIĆ



 MIREJLA MURTIĆ

UNOFFICIAL COPY

State of New York, County of ... ss.:
On ... before me, the undersigned,
personally appeared

State of ... ss.:
County of ...

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

On ... before me, the undersigned,
personally appeared

the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in (if the place of residence is in a city, include the street and street number, if any, thereof);

(signature and office of individual taking acknowledgment)

that he/she/they know(s)

ACKNOWLEDGMENT OUTSIDE NEW YORK STATE (RPL 309-b)

State of IL County of COOK ss.:
On 03-06-14 before me, the undersigned,
personally appeared Almir Murtic and Mirejla Murtic.

to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said

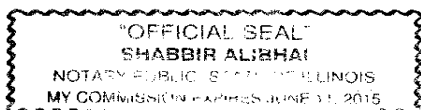
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in

execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto.
(if taken outside New York State insert city or political subdivision and state or country or other place acknowledgment taken. And that said subscribing witness(es) made such appearance before the undersigned in

(insert city or political subdivision and state or county or other place acknowledgment taken)

(signature and office of individual taking acknowledgment)

(signature and office of individual taking acknowledgment)



Mortgage

TITLE NO. _____

Almir and Mirejla Murtic

SECTION
BLOCK
LOT 21543
COUNTY OR TOWN Cook County
Index # 07-28-311-004-0000

TO
Lufthansa Employee Federal Credit Union

RETURN BY MAIL TO:

Lufthansa Employee Federal Credit Union
1640 Hempstead Turnpike
East Meadow, NY 11554
Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE