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Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption



Doc#: 1414050010 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/20/2014 11:14 AM Pg: 1 of 7

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN:** 10-24-215-009-0000

**Address:**

**Street:** 1021 Darrow Avenue

**Street line 2:**

**City:** Evanston

**State:** IL

**ZIP Code:** 60202

**Lender:** Douglas A. Doetsch

**Borrower:** Theodore Manning and Maryann Arai

**Loan / Mortgage Amount:** \$108,000.00

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:** 9334F797-E1F5-409D-85C3-B5580B382BBD

**Execution date:** 05/15/2014

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PREPARED BY AND UPON  
RECORDATION RETURN TO:

Theodore G. Manning  
133 Clyde Avenue, Unit 3N  
Evanston IL 60202  
847-553-6182  
SRVL3C@GMAIL.COM

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*(Space above this line for recording purposes only.)*

ATTENTION: COUNTY CLERK - THIS INSTRUMENT COVERS GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN AND IS TO BE FILED FOR RECORD IN THE RECORDS WHERE MORTGAGES AND DEEDS OF TRUST ON REAL ESTATE ARE RECORDED. ADDITIONALLY, THIS INSTRUMENT SHOULD ALSO BE APPROPRIATELY INDEXED AS A FINANCING STATEMENT COVERING GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN.

### **MORTGAGE AND FIXTURE FILING**

THIS MORTGAGE AND FIXTURE FILING (this "Mortgage"), made on July 1, 2013, between Theodore Manning and Maryam Arai (hereinafter called "Borrowers"), of 133 Clyde Avenue, Unit 3N, Evanston, Illinois, 60202, and Douglas A. Doetsch (hereinafter called "Lender"), of 1216 Hinman Avenue, Evanston, Illinois, 60202, is made to secure the payment of the PRINCIPAL, together with INTEREST computed on the outstanding balance, of the following loan evidenced by a promissory note of even date herewith:

Name of Loan	Start Date	Principal
Acquisition Loan	July 1, 2013	\$108,000

In consideration of the loan made by Lender to Borrowers, the Borrowers do hereby grant, mortgage, warrant and convey to Lender, to have and to hold, subject to the following COVENANTS, a MORTGAGE on the property situated at 1021 Darrow Avenue, Evanston, Cook County, Illinois, 60202 legally described below, together with all fixtures (including, but not limited to, all heating, air-conditioning, plumbing, lighting, communications and elevator fixtures, inventory and goods) located on such property, hereby expressly releasing and waiving all rights

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under and by virtue of the homestead exemption laws of this State.

The legal description of the property is:

LOT 6 IN KRAUTER'S RESUBDIVISION OF LOTS 18, 19, 20 AND 21 AND THE SOUTH ½ OF LOT 22 IN BLOCK 2, IN PITNER'S SECOND ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Parcel Identification Number (PIN) of the property is:

10-24-215-009-0000

Without in any manner limiting the generality of any of the other provisions of this Mortgage (a) some portions of the goods described or to which reference is made herein are or are to become fixtures on the real property described above; and (b) this Mortgage is to be filed of record in the real estate records as a financing statement and shall constitute a "fixture filing" for purposes of the Uniform Commercial Code. For purposes of the Uniform Commercial Code, the names and address of the "Debtors" (the Borrowers) and the "Secured Party" (the Lender) are set forth in the preamble to this Mortgage.

## Payment of Principal and Interest

Borrowers shall pay to Lender the PRINCIPAL detailed in the accompanying PROMISSORY NOTE as well as the INTEREST thereon, computed on the outstanding balance.

## Other Mortgage Covenants

- a. Borrowers warrant that they are the lawful owners of the property, that they are lawfully authorized to sell, convey, or encumber the property, and that the property is free and clear of all liens and encumbrances.
- b. Borrowers shall pay the real estate taxes, water bill and other municipal charges which could, if not paid, create a lien against the property.
- c. Borrowers shall properly maintain the property, doing preventive maintenance and undertaking periodic repairs as necessary.
- d. Borrowers shall take reasonable measures to secure the property, such as providing exterior security lights, and installing anti-burglary devices on some entry doors.
- e. Borrowers shall not damage the property, and shall do everything possible to prevent others, including visitors and guests, from damaging the property or taking any action that makes

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the property less desirable to prospective buyers or lowers its market value.

- f. In the event that Borrowers fail to carry out the covenants set forth in sections a – e, the Lender may, on his own authority and at his own expense, do whatever is necessary to protect the value of the property. Any such costs incurred by the Lender shall be added to the Principal.
- g. Borrowers grant to Lender the position of senior lien holder. However, Lender understands that Borrowers also have a financial obligation to pay the real estate taxes, water bill, and other amounts owed to taxing authorities, in order to prevent a lien from being placed on the property.
- h. In the event that Borrowers default on any Covenant of this Mortgage, the entire Principal balance along with any unpaid interest shall become DUE AND PAYABLE immediately, at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
- i. In the event that Borrowers transfer ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lender may at its option declare the entire Principal balance along with any unpaid interest DUE AND PAYABLE immediately.
- j. This Mortgage is enforceable under the laws of the state of Illinois, for breach of which Lender shall have all of the rights and remedies granted to a "mortgagee" in the Illinois Foreclosure Act (735 ILCS 5/15-1101 et seq., as amended from time to time after the date hereof) to the full extent permitted by law, including the right to bring a suit of FORECLOSURE in a court of recognized jurisdiction.

## Voidance of Mortgage

When the loan secured by this Mortgage has been paid in full with all interest due, this Mortgage shall become VOID and cease to be in effect. Early payoff of the loan carries no penalty.

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**Borrower Signature:**

DATED: 1-31-14

Theodore G Manning

Theodore G. Manning, Borrower

STATE OF Illinois )  
  )  
  ) SS:  
COUNTY OF Cook

I, Edward Jancu, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Theodore G. Manning, personally known 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 and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

WITNESS MY HAND and Notary seal this 31<sup>st</sup> day of January 2014.

Edward Jancu  
Notary Public

My commission expires:

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“OFFICIAL SEAL”  
Edward Jancu  
Notary Public, State of Illinois  
Cook County  
My Commission Expires Oct. 4, 2015

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Borrower Signature:

DATED: 2/1/2014

Maryam Arai

Maryam Arai, Borrower

STATE OF IL )  
                                  )  
                                  )      SS:  
COUNTY OF COOK )

I, MICHAEL DURANTE, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Maryam Arai, personally known 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 and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

WITNESS MY HAND and Notary seal this FEB day of FEB 2014.

[Signature]  
Notary Public

My commission expires:

9/19/16



