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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 1414733003 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/27/2014 08:09 AM Pg: 1 of 7

Report Mortgage Fraud  
800-532-8785

5 FOR RH 7 18917102

The property identified as: **PIN:** 24-15-119-069-0000

**Address:**

**Street:** 10601 S. KENNETH

**Street line 2:**

**City:** OAK LAWN

**State:** IL

**ZIP Code:** 60453

**Lender:** BRENDAN GREHAN

**Borrower:** PATRICK AND MARY BLACK

**Loan / Mortgage Amount:** \$60,000.00

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.

S Y  
P 7  
S J  
SC Y  
INT AB

**Certificate number:** ECFA77E8-2470-4124-8F46-0B54F483A4E8

**Execution date:** 05/12/2014

BOX 334 CT

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201416817 RA 4 of 5

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

## MORTGAGE

This mortgage made and entered into this 8th day of April, 2014, by and between Patrick and Mary Black (hereinafter referred to as Borrower) and Brendan Grehan, Glenayr, 20 Park Drive, Dublin, Ireland, (hereinafter referred to as Lender)

WITNESSETH, to secure the Borrower's performance under a certain Promissory Note ("Note") in the principal amount of \$60,000.00 issued by Borrower to Lender contemporaneous herewith and any amendments thereto and in consideration for the loan reflected therein and any amendments thereto, receipt of which is hereby acknowledged, the Borrower does hereby mortgage, sell, grant, assign, and convey unto the Lender, his successors and assigns, all of the following described property ("Property") situated and being in the County of Cook, State of Illinois, free from all rights and benefits under and by virtue of the homestead exemption laws:

For Legal Description, See Exhibit "A" Attached Hereto and Made a Part Hereof

Property Commonly Known as: 10601 S. Kenneth, Oak Lawn, Illinois 60453

Permanent Index No(s): 24-15-119-069-0000

Together with and including all buildings, all fixtures, including, but not limited to, all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the Borrower hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon and owned by Borrower; the hereditaments and appurtenances and all other rights thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the Borrower shall be entitled to the possession of said property and to collect and retain the rents, issues and profits until default hereunder) to have and to hold the same unto the Lender and the successors in interest of the Lender forever.

(This is a junior mortgage subject to one or more senior mortgages.)

Borrower hereby releases and waives all rights under and by virtue of the homestead exemption

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law of this state.

1. The Borrower covenants and agrees as follows:

a. The Borrower covenants that it is lawfully seized and possessed of and has the right to convey said Property.

b. It will promptly pay the indebtedness evidenced by said Note at the times and in the manner therein provided.

c. Borrower will bring the outstanding property taxes on the Property current within 6 months. Further, Borrower will establish an escrow account for the payment of all property taxes on the Property, shall deposit one twelfth (1/12) of the most recent yearly tax bill for property taxes on the Property in said account each month, shall use said account only for the payment of property taxes on the Property, shall continuously allow the Lender access to the account solely for the purpose of verifying that said monthly escrow deposits have been made, and shall timely pay any future taxes due on the Property.

d. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said Note or any part thereof secured hereby.

e. Borrower will continuously maintain homeowners insurance on the Property covering the Property in an amount equal to or in excess of the value of the Property and will pay promptly when due any premiums thereof and shall promptly provide proof of payment to the Lender. All insurance shall be carried in companies acceptable to Lender. In event of loss, Borrower will give immediate notice in writing to Lender.

f. It will keep all buildings and other improvements on said Property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof.

g. It will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the Lender; and further, that it will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said Property.

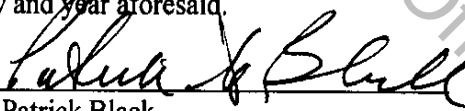
h. It will not demolish, or remove, or substantially alter any building without the written consent of the Lender.

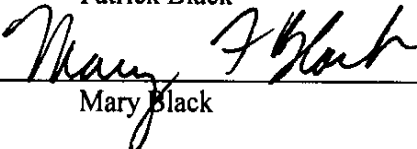
i. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to Lender, who may apply the same to payment of the installments last due under said Note, and Lender is hereby authorized, in the name of the Borrower, to execute and deliver valid acquittances thereof and to appeal from any such award.

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2. The Borrower covenants and agrees that if it shall fail to pay said Note or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the Note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the Lender or its assigns, regardless of maturity, and the Lender or their assigns may before or after entry sell said property at judicial sale, in accordance with Illinois law.
3. In the event said property is sold at a judicial foreclosure sale and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said Note, the Lender will be entitled to a deficiency judgment for the amount of the deficiency.
4. If the Borrower shall pay and discharge the indebtedness evidenced by said Note, then this mortgage shall be cancelled, released and surrendered.
5. The covenants herein contained shall bind and the benefits and advantages shall inure to the benefit of the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
6. No waiver of any covenant or obligation herein, or under the Note secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby. No forbearance by the Lender from exercising any right or remedy under any provision of the Note or this Mortgage shall constitute a waiver of any term of the Note or Mortgage or preclude the Lender from exercising that right or remedy or any other right or remedy in the future.
7. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.
8. The parties agree that this Mortgage shall be governed by and construed in accordance with Illinois law and any disputes relating to this mortgage or any facts or circumstances related hereto shall be exclusively resolved in the Circuit Court of Cook County.

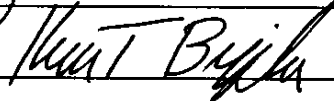
IN WITNESS WHEREOF, the Borrower has executed this instrument and the Lender has accepted delivery of this instrument as of the day and year aforesaid.

  
 \_\_\_\_\_  
 Patrick Black

  
 \_\_\_\_\_  
 Mary Black

Executed and delivered in the presence of the following witnesses:

  
 \_\_\_\_\_

  
 \_\_\_\_\_

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STATE OF ILLINOIS            )  
  )  
  )           SS:  
COUNTY OF ~~COOK~~           )

I, Diane Bender Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that ~~Patrick~~ and Mary Black, personally known to me, whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument of writing, pursuant authority given by the them as their free and voluntary act, for the uses and purposes set forth.

GIVEN under my hand and seal this 9 day of May, 2014.

Diane S. Bender  
Notary Public



Property of Cook County Clerk's Office

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State of Illinois,

I, Rachel Huitsing  
Patrick Black

Cook County ss:

a Notary Public in and for said County and State, do hereby certify that personally known to me to be

the same person(s) whose name(s) 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 purposes and therein set forth.

Given under my hand and official seal, this 12th day of May, 2014.

My commission expires: 8/21/2014

*Rachel Huitsing*  
\_\_\_\_\_  
Notary Public



Property of Cook County Clerk's Office

Executed and delivered in the presence of the following witnesses:

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

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## EXHIBIT "A"

LOT 1 IN BLACK MURPHY SUBDIVISION OF PART OF THE EAST 1/2, OF NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ADDRESS: 10601 S. Kenneth, Oak Lawn, Illinois 60453

PIN: 24-15-119-069-0000

*Prepared by [unclear] and [unclear]*

*Desmond Curran*

*Sullivan Kincaid & Company  
120 W. 27th St., 6th Floor  
Oak Brook, IL 60523*