Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption



1417722053 Fee: \$46.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 06/26/2014 02:06 PM Pg: 1 of 5

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 14-17-310-049-1003

Address:

Street:

1400 W. Belle Plaine Ave. #5

Street line 2:

City: Chicago

ZIP Code: 60613

Lender, Frank J. Llano and Linda Schinke Llano

Borrower: Melissa A. Llano

Loan / Mortgage Amount: \$280,000.00

on Clarks 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.

Execution date: 06/19/2014

Certificate number: D5661F00-98C6-4230-93D6-CF34F4061552

1417722053 Page: 2 of 5

UNOFFICIAL COPY

		 **	 		
MORTGAGE					
Prepared by and Return to:	* * * * * * * * * * * * * * * * * * *				
Roger L. Rutherford Rutherford Law Office 2621 Montega Drive Suite C Springfield, IL 62704					

THIS MORTGAGE is made this 16th day of June, 2014, between the Mortgagee, MELISSA A. LLANO, of 1400 W. Belle Piaine Ave. #3, Chicago, Illinois 60613, (hereinafter called "Borrower") and Mortgagor, FRANK J. LLANO and LINDA SCHINKE LLANO, of 20001 State Highway 123, Petersburg, IL 62675, (hereinafter called "Lender").

WHEREAS, the Borrower, for and in consideration of the sum of TWO HUNDRED EIGHTY THOUSAND and 00/100 DOLLARS (\$230,000.00) and by these presents, does grant, convey and mortgage, to Lender, with power of sale, to secure to Lender the repayment of the said indebtedness as evidenced by a Promissory Note dated Joine 16, 2014, the property located in the County of Cook and the State of Illinois, as described on Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all the improvements now or hereafter ercoted on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, and all fixtures now or hereafter attached to the mortgaged premises, all of which, including replacement and additions thereto, will be deemed to be and remain a part of the property, covered by this mortgage; and all foregoing together with such property are herein referred to as the "Property."

BORROWER covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property, that the property is unencumbered and that Borrower will warrant and defend generally the title to the property against all claims and demands, subject to any easements and restrictions approved by Lender in writing. And the Borrower further covenants with the Lender herein, its successors or assigns to pay the said first mortgage and interest thereon, as the same falls due, and pay the insurance and pay all taxes levied or assessed on the aforesaid premises, or any part thereof, as they become due, and to perform all the covenants herein and in said first mortgage; and in case of failure to do so, the Lender herein, its successors and assigns, may pay such first mortgage or the interest thereon as the same falls due, or the taxes and assessments or insurance, and the sum or sums which may be so paid by the Lender herein, its successors or assigns, in payment of such first mortgage or the interest thereon, or in payment of

such taxes and assessments or insurance shall bear interest from the time of such payment, according to the terms of a Note executed by Borrower herein, and shall be deemed and are hereby declared to be an additional lien upon said premises above described, and the amount which shall be so paid, with interest thereon, as aforesaid, shall be collectible as part of and in the same manner as the original debt which this mortgage is given to secure.

BORROWER shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note in the sum of TWO HUNDRED EIGHTY THOUSAND and 00/100 DOLLARS (\$280,000.00) payable to the order of FRANK J. LLANO and LINDA SCHINKE LLANO, of 20001 State Highway 123, Petersburg, IL 62675, on or before July 5, 2049, together with interest, from July 5, 2014, until paid, according to the terms of a Note executed by BORROWER. On default of the payment of any part of the principal or interest the indebtedness secured by the I recuissory Note or upon the failure to pay any lawful assessment upon said premises when the same shall redue and payable, all of the amounts herein secured shall immediately become due and payable, and this instrument shall be subject to foreclosure by judicial proceeding, at the discretion of the mortgage holder. After such election to accelerate claim to all principal and interest, Lender shall be entitled to collect, in such proceeding, all expenses of foreclosure, including but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts and title reports to the extent permitted by applicable law.

Upon acceleration hereof or abandament of the property, Lender shall be entitled to have a receiver appointed by a Court to enter upon, take possession of and manage the property and to collect the rents of property. All rents collected by the receiver shall be applied first to the payment of the costs of management of the property and collection of rents, including, but not limited to, a receiver's fee, premiums on receiver bond and reasonable afterney's fees, to the extent permitted by applicable law, to sums secured by prior mortgages, and thereto the sums secured by this mortgage. The Receiver shall be liable to account only for those rents actually received.

IN WITNESS WHEREOF, Borrower has executed this morigage.

MELISSA A. LLANO

COUNTY OF SANGAMON)
I, Carol A. Kublick, a Notary Public in and for the County and State aforesaid, do
ereby certify that MELISSA A. LLANO, personally known to me to be the same person whose
ame is subscribed to the foregoing instrument, appeared before me this day in person and

acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act

ider my 1.

Cook Collings Clark's Office Given under my hand and notarial seal this 16th day of June, 2014.

as aforesaid, for the uses and purposes therein set forth.

SS.

My Commission Expires: 2/7 /20/5

Prepared by and Return to:

STATE OF ILLINOIS

Roger L. Rutherford **RUTHERFORD LAW OFFICE** 2621 Montega Drive, Suite C Springfield, IL 62704 (217) 546-6080

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: UNIT 1400-3 IN THE 1400 WEST BELLE PLAINE AVENUE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: THE EAST 15 FEET OF LOT 30 & ALL OF LOT 31 IN BLOCK 2 IN ASHLAND ADDITION TO RAVENSWOOD, A SUBDIVISION OF THAT PART SOUTHWEST OF GREENBAY ROAD OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 325 FEET OF THE WEST 200 FLET THEREOF) OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 93393953: TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFLY OF PARCEL 1 TO COME UPON, ACCESS, CROSS AND OTHERWISE ENJOY FOR RECREATIONAL PURPOSES STRIPS OF LAND NORTH OF AND ADJOINING SUBJECT LAND AS DESCRIBED AND SET FORTH IN DECLARATION OF CONDOMINIUM AFORESAID RECORDED AS DOCUMENT NUMBER 93393953, AS AMENDED.

SITUATED IN COOK COUNTY, ILLINOIS

1400 W. Belle Plaine Ave. #3, Chicago, Illinois 60613 Property Address: in 1674's Office

Parcel Identification Number: 14-17-310-049-1003

Prepared by and Return to:

Roger L. Rutherford RUTHERFORD LAW OFFICE 2621 Montega Drive, Suite C Springfield, IL 62704 (217) 546-6080 clients\llano,f&l\mortgage