Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Doc#: 1514226015 Fee: \$48.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds Date: 05/22/2015 09:50 AM Pg: 1 of 6

Report Mortgage Fraud 800-532-8785

The property identified as:

(IN: 21-31-200-007-0000

Address:

Street:

7921 S. BURNHAM AVE

Street line 2:

City: CHICAGO

State: IL

Lender: DAVID GONEN

Borrower: ELITE INVEST, LLC SERIES 1070

Loan / Mortgage Amount: \$30,000.00

of Colling Clarks
1951 This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because

it is not owner-occupied.

Certificate number: 2299F4A1-2110-45A9-9F62-39DD848E481E

Execution date: 05/12/2015

8A33741461

For Use With Note Form No. 1448 (Monthly Payments Including Interest)  CAUTION: Consult a lawyer before using or acting under this form. Nather the publisher nor the saler of this form makes any warranty with respect thereto. Including any warranty of merchantability or fitness for a particular purpose.  THIS AGREEMENT, made  Lever Elite Javest. LLC: Series 1070  (No. and Street)  (No. and Street)  (City)  (State)  berein referred to as "Moregagors, etc."  Davi Gonen  Chicago  Above Space for Record of 8 to Odly  Above Space for Record	GEORGE E. COLE®  LEGAL FORMS  November 1994	•
(Monthly Payments Including Interest)  CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the soller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.  THIS AGREEMENT, made May 12, 2015  Elite Javese, LIC Series 1070  [No. and Street) May 12, 2015  [No. and Street)  [No. and Street) May 12, 2015  [No. and Street)  [No. and Street	TRUST DEED (ILLINOIS)	:
Notines the publisher for the solies of this form makes by warranty of merchantability or sittles for a particular purpose.  THIS AGREEMENT, made May 12, 2015  ETHE JAVESE, LIAC SERIES 1070  [No. and Street]  [	(Monthly Payments Including Interest)	•
between Flite Javese. Life Series 1070  (No. and Street) (City) (State)  herein referred to as "Mortgagors," and   Dav Gonen  Chicago Illinois  (No. and Street) (City) (State)  herein referred to as "Mortgagors," and   Dav Gonen  Chicago Illinois  (No. and Street) (City) (State)  herein referred to as "Trustes," witnesseth: That whereas Mortgagors are  justly indebted to the legal holder of a principal pre alisty on not, termed  "Installment Note," of even date herewith, executed or Mortgagors, made  "Installment Note," of even date herewith, executed or Mortgagors, made  "Installment Note," of even date herewith, executed or Mortgagors, made  "Installment sar follows: One Hundred Teenty Five (SIZ5,00) Dollars interest from   principal remaining from time to time unpaid at the the rate of 55   Above Space for Recorder's 1 se Only   Dollars, and interest from   principal remaining from time to time unpaid at the the rate of 55   Above Space for Recorder's 1 se Only   Dollars, and interest from   chel 2th. day of each and every month thereafter until aid note is fully paid, expit that the final paye ent of principal  interest, if not sooner paid, shall be due on the 12th. day of May 2016 : Ill such payment to account of the  indebtedness evidenced by raid note to be applied first to accrued and unpaid interest on the unpaid principal  interest after the date for payment thereof, at the rate of 72 per cent per annum, and all such payments to a   or at unit with a payment of  or at unit, when the payment, when due, p is an  order of any without notice, the principal sun remaining unpaid thereon, together with accrued interest therein the payment, when due, p is an  order of morterest in accordance with the terns thereof or in case default shall occur and confinue for three days in the performance  of any other agreement constanced in this Trust Deed (in which even election may be made at any time direct the experiment of any other agreement constanted in this Trust Deed (in which even lection may be made at any tim	Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or	
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	whereof is hereby acknowledged, Mortgagots by these presents courter, right, the and assigns, the following described Real Estate and all of their estate, right, the	the and interest therein, situate, lying this terms in Cook IN STATE OF ILL INOIS, to with

1514226015 Page: 3 of 6

# **UNOFFICIAL COPY**

which, with the property hereinafter described, is referred to herein as the "premises,"
Permanent Real Estate Index Number(s): 21-31-200-007
Address(es) of Real Estate: /921 S. Burnham, Chicago, 1L 6061/
Profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real entate and not secondarily), and all fixtures, apparatus, equipment or ritic is now or hereafter therein or thereon used to snoply heat, gas, water, light, power, refrigeration and air conditioning (whether sing); units or centrally controlled), and ventilarium, including (without restricting the foregoing), acreens, window shades, awayngs, stoom doors and windows, floor coverings, insider beds, stoves and water heaters. All of the foregoing are declared and agned to be a part of the mostgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or acreed bereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the progressed premises.
TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, foreve, for the purposes, and upon the uses and trusts herein set for his free from all rights and benefits under and by virtue of the Hon este d Exemption Laws
of the State of Illinois, which said rights and Leaelits Mortgagors do hereby expressly release and waive.
The name of a record owner is: Dayld Goner  This Trust Deed consists of four pages. The coverage, conditions and provisions appearing on pages 3 and 4, are incorporated
This Trust Deed consists of four pages. The cover and consists and part berein by reference and hereby are made a part hereof the same as though they were here set out in full sad t sail be binding on Mortgagors, their beirs, successors and assigns.
Witness the hands and seals of Mortgagors the day and year histiabove written.
Elite Invest, LLC Series 107 (SEAL) (SEAL)
PRINT OR Managing member of SEAL)
SIGNATURE(S) by AM, his attorney: next
State of Illinois, County of Cook ss.
I, the undersigned, Notary Public in and for said County, in the Sate aftersaid, DO HEREBY CERTIFY that Waxo
Personally known to me to be the same person whose pame is subscribed at the control of the cont
historicity appeared before methis day in nerson, and acknowledged that here is
scaled and delivered the said instrument as his free and voluntary act, for the uses and
purposes dictem set form.
Given under my hand and official seal, this 12th day of May, 2015.
Commission expires, 20
This instrument was prepared by David M. Steadman, 3952 W. 63 <sup>rd</sup> St., Chicago, IL
Mail this instrument to MAVID M. STEANMAN  3952 W. LAKD ST.

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2 AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be lesturyed; (3) keep said premises free from mechanics' liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien thereof; (4) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Truscee or to holders of the note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alregations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water or holders of the note. charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under

protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or bereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of more sys sufficient either to pay the cost of replacing of repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, unce in urance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall beliver all policies, note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall beliver all policies, note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall beliver renewal including additional and renewal policies, to the holders of the note, and in case of insurance about to expire, shall deliver renewal including additional and renewal policies.

policies not less than ten days prior yo the respective dates of expiration.

4. In case of default therein, Theree or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior eccurab ences, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein athorized and all expenses paid or incurred in connection merewith, including attorneys' fees, and any other moneys advanced by mutee or the holders of the note to protect the mortgag of premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall beer are immediately due and payable without notice and with interest thereon at the highest rate of nine per cent per annum. Inaction of the water of the holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereur der on the part of the Mortgagors.

5. The Trustee or the holders of the note hereby secur d miking any payment hereby authorized telating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim

chereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, hoth principal and interest, when the according to the terms hereof. At the election of the holders of the principal note, and without source to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contraly, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the

performance of any other agreement of the Moregagors herein contained.

7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the ice) hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to for alose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlayt for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be extended after entry of the evidence, stenographers charges, publication costs and costs (which may be estimated as to stems to object after early of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrer conficates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably normal either to protecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the torrer to take additional of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall boxon so much additional of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioning shall be blanch additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of nine per cent privation, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plaintiff, claimant or definder (, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority:
First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtodness additional to that preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtodness additional to that evidenced by the note hereby secured, with interest thereon as berein provided; third, all principal and interest temaining unpaid;

fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon or any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the time value of the premises or whether the same shall be then occupied as a homestead or not, and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full stanutory period for redemption, whether there be a derication or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such sents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien leerof or of such decree, provided such application is made prior the foreclosure sale; (2) the deficiency in case of a sale and deficiency,

10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense

which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto

shall be permitted for that purpose.

12. Trustee has no dury to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor le liable for any acts or omissions hereunder, excess is case of his own gross negligence or misconduct or that of the agents or employees of Trustee,

and he may require indemnities sature to y to him before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence.

that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release lereof to and at that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release lereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secure, has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor truster, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons here n d signated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate; on any instrument identifying same as the principal note described berein, he was accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the d scription herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the outre of the Recorder or Registrar of Titles in which this - inhility or refusal to act as Trustee. .

instrument shall have been recorded or liled. In case of the death, resignation,
14 . Leave of the property of
shall be first Successor in Trust and in the event of the second Successor in Trust. Any Successor is the then Recorder of Deeds of the county in which the premises are structed as he second Successor in Trust. Any Successor is the then Recorder of Deeds of the county in which the premises are structed as he second successor in Trust.
the then Recorder of Deeds of the county in which the premises are situated and the section successor in successor and by Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be the identical title, powers and authority as are herein given Trustee.

entitled to reasonable compensation for all acts performed hereunder. 15. This Trust Deed and all provisions hereof, shall extend to and be binding upor. Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shell have executed the principal note, or

this Trust Deed.

#### **IMPORTANT**

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Inst	allment N	ate mentioned	ir the within	Trust	Deed	pat
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### **UNOFFICIAL COPY**

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21-31-200-007-2000

Aham, Chicage.

Ave.

County Clerk's Office 7921 S. Burnham, Chicago, IL 60617