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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1518119072 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/30/2015 12:08 PM Pg: 1 of 5

Report Mortgage Fraud
800-532-8765

The property identified as: **PIN: 16-01-408-054-1001**

Address:

Street: 2743 West Thomas Street, First Floor

Street line 2:

City: Chicago

State: IL

ZIP Code: 60622

Lender: Steven H. Podolsky, not individually, but solely as a Trustee of the Westbrook Family Trust for Steven U/A/D
3/20/84

Borrower: Terri Turner and Craig Turner

Loan / Mortgage Amount: \$268,809.22

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.


CCRD REVIEWER

Certificate number: 5C112D6A-0D62-4DDD-BE60-C8967210AFC3

Execution date: 6/29/2015

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This document was prepared by,
and after recording return to:
Jonathan Graber, Esq.
Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, IL 60661

MORTGAGE (ILLINOIS)

THIS AGREEMENT is made effective as of May 28, 2010, between Terri Turner and Craig Turner, both of 2743 West Thomas Street, First Floor, Chicago, Illinois (the "Mortgagors") and Steven H. Podolsky, not individually, but solely as a Trustee of the Westbrook Family Trust for Steven U/A/D 3/20/84, of 2141 Mallard Drive, Northbrook, Illinois (the "Mortgagee"):

THAT WHEREAS the Mortgagors are indebted to the Mortgagee upon the promissory note of even date herewith, in the principal sum of Two Hundred Sixty-Eight Thousand Eight Hundred Nine and 22/100 Dollars (\$268,809.72), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay said principal sum and interest at the rate and in installments as provided in said note

NOW, THEREFORE, the Mortgagors to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all right, title and interest therein, situate, lying and being in the City of Chicago, County of Cook, State of Illinois, to wit:

PARCEL 1:

UNIT 101 IN THE 2743 THOMAS CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 18 IN BLOCK 1 IN WATRIS SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 115 FEET) IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0706015077, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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PARCEL 2:

THE EXCLUSIVE RIGHT TO USE PARKING SPACE G-1, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE AFOREMENTIONED DECLARATION OF CONDOMINIUM.

which, with the property hereinafter described, is referred to herein as the "premises".

Permanent Real Estate Index Number: 16-01-408-054-1001

Address of Real Estate: 2743 West Thomas Street, First Floor, Chicago, Illinois 60622

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

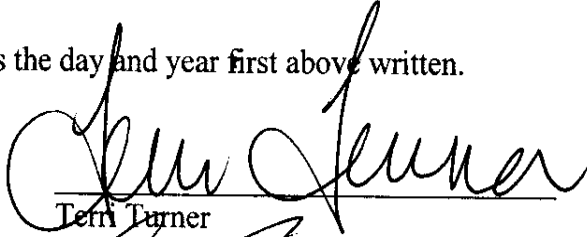
TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth.

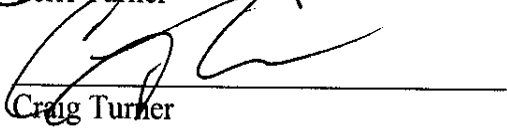
This mortgage consists of four pages. The covenants, conditions and provisions appearing on page 4 are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

[Signature Page Follows]

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Witness the hand and seal of Mortgagors the day and year first above written.


Terri Turner

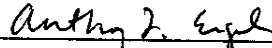

Craig Turner

State of Illinois, County of Cook

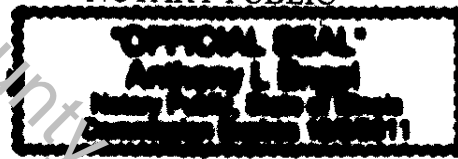
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Terri Turner, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of May, 2010.

Commission expires: 12/5/11



NOTARY PUBLIC

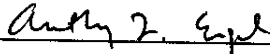


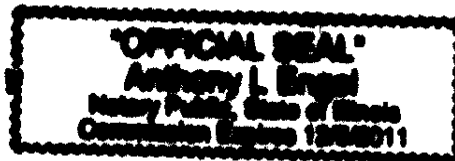
State of Illinois, County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Craig Turner, personally known to me 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of May, 2010.

Commission expires: 12/5/11





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1. Mortgagors shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; and make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay, before any penalty attaches, all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy.
4. When the indebtedness under the Note shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof.
5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, 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 indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to the Mortgagors, their heirs, legal representatives or assigns, in accordance with the rights between them.
6. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.
7. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.