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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1532318048 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/19/2015 11:26 AM Pg: 1 of 5

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 15-04-107-029-0000

Address:

Street: 1822 N 33rd Avenue

Street line 2:

City: Stone Park

State: IL

ZIP Code: 60165

Lender: Thaddeus J. Lis; Nancy A. Lis; and Lawrence T. Lis

Borrower: Oscar Villagran

Loan / Mortgage Amount: \$100,000.00

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: EDA0B508-EA06-4689-B1C4-393A9D8E2784

Execution date: 11/9/2015

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UNOFFICIAL COPY**MORTGAGE***This space reserved for Recorder's use only*

The Mortgagor,
OSCAR VILLAGRAN,
of the Village of Stone
Park, in the County of
Cook and the State of
Illinois, Mortgages and
Warrants to

THADDEUS J. LIS;

NANCY A. LIS; AND LAWRENCE T. LIS, of the Village of Melrose Park, County of Cook, State of Illinois, to secure the payment of a certain Promissory Note ("Note"), executed by bearing even date herewith, payable to the order of LAWRENCE T. LIS, at Melrose Park, Illinois 60181, in the amount of One Hundred Thousand Dollars (\$100,000.00), with interest at the rate of Seven Percent (7%) per annum, on the following described real estate to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A

The Mortgagor covenants and agrees as follows: (i) to pay said indebtedness, and the interest thereon, as herein and in said Note provided, or according to any agreement extending time of payment; (ii) to pay when due in each year to person owed payment, all taxes, assessments, charges, fines and impositions attributable to said premises; which may attain priority over this security instrument, and promptly furnish to Mortgagee receipts evidencing the payments; (iii) within sixty (60) days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (iv) not to destroy, damage or impair the premises, allow the premises to deteriorate, or commit waste on the premises; (v) to pay all prior encumbrances and the interest thereon, at the time or times when the same shall become due and payable; (vi) to keep all improvements now or at any time of said premises insured against loss by fire, hazards included within the term "extended coverage" and any other of said premises insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, maintained in the amounts and for the periods that Mortgagee requires, in companies to be selected by Mortgagor herein, who is hereby authorized to place such insurance in companies acceptable to the Mortgagee, with loss clauses payable to THADDEUS J. LIS; NANCY A. LIS; and LAWRENCE T. LIS. Proof of such insurance or policies shall be left and remain with the said Mortgagee until the indebtedness is fully paid. All policies shall provide for at least thirty (30) days prior written notice to Mortgagee of cancellation or non-renewal.

If Mortgagor fails to provide such insurance, or pay taxes or assessments, or prior encumbrances of the interest thereon when due, or there is legal proceedings that may significantly affect Mortgagee, Mortgagee shall have the right, at its option, but not required to obtain such insurance at Mortgagor's expenses, or pay such taxes or assessment, or discharge or purchase

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any tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time, or appear in court or pay reasonable attorney's fees, and all money so paid, the Mortgagor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight percent (8%) per annum shall be so much additional indebtedness secured hereby.

In addition to the above mentioned Events of Default, if Mortgagor fails to make any payment within 10 days of due date of the indebtedness, such failure shall also be considered an Event of Default, provided Mortgagor has not cured the default within fifteen (15) days of Mortgagee's notice.

Upon the occurrence of an Event of Default, Mortgagee shall have the right at its option upon 15 days notice to Mortgagor, (i) to declare the entire unpaid principal of this Mortgage and interest thereto immediately due and payable, with penalty interest rate at fifteen percent (15%) per annum from the date of such demand; and (ii) to pursue to the fullest extent all other rights and remedies available to it at law or in equity.

Mortgagor shall also pay upon demand any and all expenses, including reasonable attorney's fees, incurred or paid by Mortgagee without suit or action in attempting to collect funds due under this Mortgage. In the event an action is instituted to enforce or interpret any of the terms of this Mortgage including but not limited to any action or participation by Mortgagee in, or in connection with, a case or proceeding under the Bankruptcy Code or any successor statute, the prevailing party shall be entitled to recover all expenses reasonably incurred at, before and after trial and on appeal or review, whether or not taxable as costs, including, without limitation, attorney's fees, witness fees (expert or otherwise), deposition costs, copying charges and other expenses.

Mortgagee may at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the written consent of Mortgagor, of all or any part of the premises, or any interest in the premises. A "sale or transfer" means the conveyance of the premises or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the premises, or by any other method of conveyance of the premises interest.

Any lease executed on the said premises shall be subject and subordinate to this Mortgage and to all renewals, modification, consolidations, replacements, and extensions for or of this Mortgage, to the full extent of the principal sum together with interest thereon and all other amounts secured thereby. Any executed lease shall first be subject to the prior written consent of the Mortgagee.

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Situated in the County of Cook, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this State.

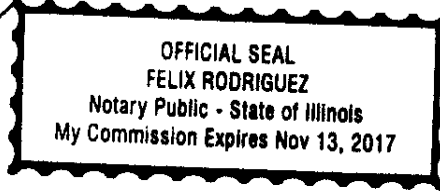
Dated this 15 day of ~~August~~^{Sep}, 2014.



OSCAR VILLAGRAN

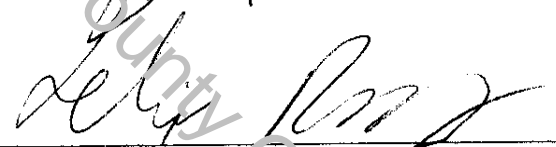
(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS



I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that OSCAR VILLAGRAN, 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 instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 15th day of September, 2014.



Notary Public

My commission expires on:

November 13, 2017

NAME AND ADDRESS OF PREPARER:
Jan R. Kowalski, Esq.
161 North Clark Street
Suite 4700
Chicago, Illinois 60601

PERMANENT INDEX NUMBER
15-04-107-029-0000
PROPERTY ADDRESS
1822 North 13th Avenue
Stone Park, Illinois 60165

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**LOT 37 IN BLOCK 8 IN H.O. STONE AND COMPANY'S WORLDS FAIR
ADDITION IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

P.I.N. 15-04-107-029

C/K/A 1822 N. 33RD AVENUE, STONE PARK, IL 60165

Property of Cook County Clerk's Office