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Illinois Anti-Predatory Lending Database Program



Doc#: 1534416001 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/10/2015 10:02 AM Pg: 1 of 5

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 14-31-119-021-0000

Address:

Street: 2154 N. Oakley

Street line 2:

City: Chicago

State: IL

ZIP Code: 60647

Lender: Paul M Katz trustee of the Paul M Katz trust u/t dtd 7/75/1996

Borrower: Jeffrey M. Katz and Katy Katz

Loan / Mortgage Amount: \$150,000.00

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: D81BBBF3-ACCB-402E-A827-BD76B4BC764D

Execution date: 12/4/2015

CCRD REVIEWER

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This instrument was prepared by and
after recording should be returned to:

Paul M. Katz
18800 S. Park Blvd.
Shaker Heights, OH 44122

MORTGAGE DEED

This Mortgage is given by **Jeffrey M. Katz and Katy Katz**, Husband and Wife, hereinafter called Borrower, promises to pay to the order of **Paul M Katz trustee of the Paul M Katz trust u/a dtd 10/25/1996**, 18800 S. Park Blvd., Shaker Heights, OH 44122 hereinafter called Lender, which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of \$150,000.00 together with interest thereon computed on the outstanding balance, all as provided in a Note having the same date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

In consideration of the loan made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, with MORTGAGE COVENANTS, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described in Exhibit A attached hereto and made a part hereof and having a street address of: 2154 N. Oakley Avenue, Chicago, Illinois 60647

See Exhibit A

Borrower further covenants and agrees that:

1. No superior mortgage or the note secured by it will be modified without the consent of Lender hereunder.
2. Borrower will make with each periodic payment due under the Note secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Lender when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.
3. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.
4. As additional security hereunder, Borrower hereby assigns to Lender, Borrower's rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.
5. In the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

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6. In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.

7. This Mortgage is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.

8. Borrower shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lender and the Lender shall be a named insured as its interest may appear.

9. Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.

10. Borrower further covenants and warrants to Lender that Borrower is indefeasibly seized of said land in fee simple; that Borrower has lawful authority to mortgage said land and that said land is free and clear of all encumbrances except as may be expressly contained herein.

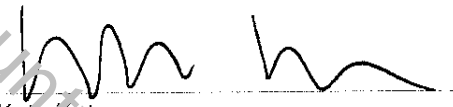
This Mortgage is upon the STATUTORY CONDITION and the other conditions set forth herein, for breach of which Lender shall have the STATUTORY POWER OF SALE to the extent existing under State law.

Executed under seal this 4 day of DEC, 2011.


BORROWER:


Jeffrey M. Katz

BORROWER:


Katy Katz

LENDER:


Paul M. Katz Trustee of the Paul M Katz Trust

WITNESS #1:


[Signature of Witness #1]

BRIAN GOLDING
[Printed or Typed Name of Witness #1]

WITNESS #2:

[Signature of Witness #2]

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[Printed or Typed Name of Witness #2]

ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Cook

On December 4, 2015 before me, Jeffrey Katz and Katy Katz, personally appeared and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Affiant: Known Unknown

ID Produced: _____

(Seal)



NOTARY PUBLIC OF COOK COUNTY
GREGORY B MANN'S Office

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Exhibit A

The following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

Lot 20 in Block 11 in Holstein, being a subdivision of the West ½ of the Northwest ¼ of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Being all and the same lands and premises conveyed to Katy Katz and Jeffrey Katz by Dorin Parasca and Argentina Erhan in a Warranty Deed executed 02/22/2008 and recorded 03/20/2008 in Instrument No. 0607941068 of the Cook County, IL Land Records.

PIN:14-31-119-021-0000

Property of Cook County Clerk's Office