

Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption



Doc#: 1603345054 Fee: \$46.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/02/2016 02:34 PM Pg: 1 of 5

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN: 17-34-400-092-1002**

**Address:**

**Street:** 3547 S. King Drive, Unit 2

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60653

**Lender:** Rosemary Klabacha Hartnett

**Borrower:** Timothy J. Hartnett, Jr.

**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:** 6E1193B8-0F2A-4A6C-81B7-9F0C275D9ACA

**Execution date:** 1/28/2016

*bm*

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## Mortgage and Security Agreement

This Mortgage and Security Agreement ("*Security Instrument*") dated August 18, 2015 is given by Timothy J. Hartnett ("*Mortgagor*") to Rosemary Hartnett ("*Mortgagee*").

This Security Instrument is given to Mortgagee as collateral security for the payment of a purchase money loan in the original principal amount of **\$100,000** ("*Loan*"), together with interest at the rate of 3% per annum (3% p.a.) and all fees and costs of enforcement and collection (in aggregate, the "*Indebtedness*"). The Indebtedness is evidenced by a Secured Promissory Note ("*Note*") dated August 18, 2015 payable to Mortgagee.

In consideration of making the Loan, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor hereby mortgages, grants, conveys and transfers to Mortgagee the following described property located in Cook County, Illinois:

[see Exhibit A incorporated herein by reference]

having the common address of 3547 South Martin Luther King, Jr. Drive and additions thereto ("*Property*") together with all rents, profits and proceeds thereof (collectively, "*Collateral*").

Mortgagor and Mortgagee covenant and agree as follows:

1. Mortgagor covenants that he is lawfully seized of the estate hereby conveyed, that he has the right to mortgage, grant and convey the Collateral, and that the Property is unencumbered except for encumbrances of record. Mortgagor warrants and will defend generally title to the Property against all claims and demands, subject to any encumbrances of record.
2. Mortgagor shall promptly pay when due the Indebtedness and all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument.
3. The Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and hazards included within the term "extended coverage" in amounts and for the periods that Mortgagee may require.
4. Mortgagee may make reasonable entries upon and inspections of the Property.
5. If Mortgagor fails to perform the covenants and agreements contained in this Security Instrument or if there is a legal proceeding that may significantly affect the Mortgagee's rights in the Collateral, the Mortgagee may, but shall not be required to, do and pay for whatever is necessary to protect the value of the Collateral and the Mortgagee's rights in the Collateral, which payments shall become included in the Indebtedness..
6. Mortgagor waives in favor of Mortgagee all right of homestead exemption in the Property.

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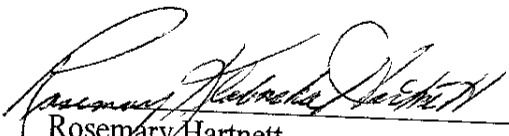
7. Any failure of Mortgagor to satisfy the terms of the Note or to perform the covenants and agreements of this Security Instrument shall constitute a default of this Security Instrument and of the Note (a "Default"). Upon the occurrence of a Default, the Indebtedness shall become immediately due and payable in full without presentment, notice or protest of any kind or nature and the Mortgagee may enforce this Security Instrument and foreclose the Property.


8. Any forbearance by Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy by Mortgagee.

9. Mortgagor shall execute all documents and do all things necessary or reasonably requested by the Mortgagee in connection with the Promissory Note and this Security Instrument.

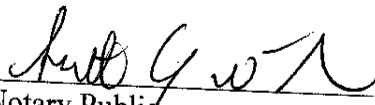
10. This Security Instrument, and any of its provisions, shall not be waived or modified except in a writing signed by Mortgagor and Mortgagee.

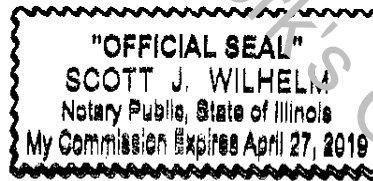
11. This Security instrument shall be governed by the laws, but not the laws of conflicts, of the State of Illinois.

  
\_\_\_\_\_  
Rosemary Hartnett  
Lender

  
\_\_\_\_\_  
Timothy J. Hartnett, Jr.  
Borrower

Sworn to before me this  
31<sup>st</sup> day of December, 2015.

  
\_\_\_\_\_  
Notary Public



My commission expires 4/27/19.

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## Secured Promissory Note

\$100,000

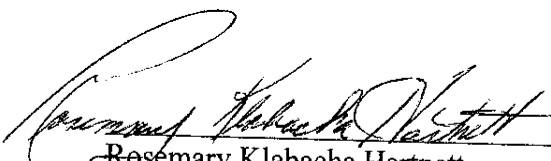
August 18, 2015

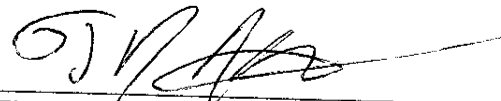
FOR VALUE RECEIVED, I, Timothy J. Hartnett, Jr., an individual unmarried man, ("Borrower") promises to pay to Rosemary Klabacha Hartnett ("Lender") or her order in Chicago, Illinois in lawful United States currency the principal sum of **One Hundred Thousand and No/XX Dollars (\$100,000.00)**, together with interest, compounded annually, at the rate of three percent per annum (3% p.a.) on the earlier to occur of (i) the closing date ("Closing Date") of a sale or other disposition by Borrower (a "Sale") of the residence with a common address located at 3547 S Martin Luther King, Jr Drive, Chicago, Cook County, Illinois 60653 ("Property") and (ii) August 17, 2045 ("Maturity Date").

This Secured Promissory Note ("Note") and the obligations hereunder are secured with a Mortgage and Security Agreement on the Property and is subject to all of the terms, conditions and covenants set forth therein.

In case of default in the payment of principal or interest when due in accordance with the terms hereof or in case of default of the Mortgage and Security Agreement, the remaining principal amount of this Note, together with accrued interest, unpaid fees, and costs of enforcement and collection, shall be at once due and payable in full without notice. Failure of the holder of this Note to enforce his or her rights upon default shall not waive any rights with respect to either continuing or additional defaults, all of which rights are expressly preserved.

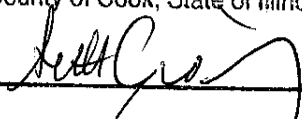
Borrower waives presentment, demand, protest and notice of protest.

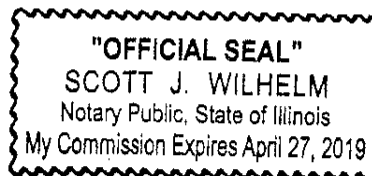
  
 Rosemary Klabacha Hartnett  
 Lender

  
 Timothy J. Hartnett  
 Borrower

Subscribed and sworn to before me

this 31<sup>st</sup> day of December 2015  
 at Chicago, County of Cook, State of Illinois.

Notary Public 



# UNOFFICIAL COPY

Address Given: 3547 S. King Drive, Unit 2  
Chicago, IL 60653

Property Tax NO(s): 17-34-400-092-1002

Legal Description:

PARCEL 1:

UNIT 2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 3547 SOUTH KING DRIVE CONDOMINIUM AS DELINEATED AND DEFINED IN DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT NUMBER 00916846, AS AMENDED FROM TIME TO TIME, IN THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NUMBER P-2, AS A LIMITED COMMON ELEMENT, AS DELINEATED IN THE DECLARATION AFORESAID.

Property of Cook County Clerk's Office