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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1608545002 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/25/2016 08:30 AM Pg: 1 of 4

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN: 13-36-119-021-0000**

Address:

Street: 2810 W. Dickens Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60647

Lender: Rudolf Papirnik and Vladimira N. Papirnik

Borrower: Brian P. Lesperance and Christina E. Papirnik

Loan / Mortgage Amount: \$374,000.00

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: 31208321-9AA4-4E26-9E4E-8D39E776280A

Execution date: 3/17/2016

RECORDED & INDEXED

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Please return to:

Michael J. Sreenan, Esq.
1341 West Fullerton Ave.
No. 175
Chicago, IL 60642

MORTGAGE

THIS MORTGAGE (the "Mortgage") is made as of March 10, 2016, by and between **Brian P. Lesperance and Christina E. Papirnik** (collectively referred to herein as the "Mortgagor") and **Ruĝolf Papirnik and Vladimira N. Papirnik** (collectively referred to herein as the "Mortgagee").

GRANT

NOW THEREFORE, for and in consideration of the Mortgagee's making a loan of THREE HUNDRED SEVENTY FOUR THOUSAND DOLLARS AND 00/100 (\$374,000.00), evidenced by a Secured Promissory Note (the "Note") of the same date as this mortgage, to or for the benefit of the Mortgagor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, and in order to secure the full payment of the Note and all obligations and liabilities thereunder.

THE MORTGAGOR HEREBY MORTGAGES, WARRANTS, CONVEYS, TRANSFERS AND ASSIGNS TO THE MORTGAGEE, AND GRANTS TO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER A CONTINUING SECURITY INTEREST IN AND TO THE REAL PROPERTY DESCRIBED AS FOLLOWS (the "Property"):

THAT PART OF LOTS 7 AND 8 IN BLOCK 6 IN SCHLESWIG, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 7 AND ITS EXTENSION, BEING A PORTION OF THE WEST LINE OF SAID LOT 8, A DISTANCE OF 49.04 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 21 SECONDS EAST, A DISTANCE OF 65.49 TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING EASTERLY ALONG THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 15.95 FEET;

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THENCE SOUTH 00 DEGREES 09 MINUTES 11 SECONDS WEST, A DISTANCE OF 48.97 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 7; THENCE NORTH 89 DEGREES 28 MINUTES 16 SECONDS WEST ALONG THE SAID SOUTH LINE OF LOT 7, A DISTANCE OF 15.95 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 11 SECONDS EAST, A DISTANCE OF 48.98 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as: 2810 W. Dickens Ave., Chicago IL 60647

P.I.N.: 13-36-119-021-0000

TO HAVE AND TO HOLD the Property unto the Mortgagee, its successors and assigns, forever, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the state or other jurisdiction in which the Property are located.

Default

The failure to make payments under the Note when due shall constitute a default under the Note and this Mortgage.

Remedies

Acceleration. Upon the occurrence of any Default, the entire indebtedness evidenced by the Note and all other liabilities, together with interest thereon shall automatically become immediately due and payable.

Remedies Cumulative. No remedy or right of the Mortgagee hereunder or under the Note, or available under applicable law or in equity, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law or in equity. No delay in the exercise of, or omission to exercise, any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or an acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often, as may be deemed expedient by the Mortgagee. All obligations of the Mortgagor, and all rights, powers and remedies of the Mortgagee, expressed herein shall be in addition to, and not in limitation of, those provided by law or in equity or in the Note or any other written agreement or instrument relating to any of the liabilities or any security therefor.

No Liability on Mortgagee. Notwithstanding anything contained herein, the Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor, whether hereunder, under any third party agreements or otherwise, and the Mortgagor shall and does hereby agree to indemnify against and hold the Mortgagee harmless of and from any and all liabilities, losses or damages which the Mortgagee may incur or pay under or with respect to any of the security or under or by reason of its exercise of rights hereunder, with the exception of any exercise of such rights by the

