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### Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Doc#. 1629433060 Fee: \$54.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 10/20/2016 11:38 AM Pg: 1 of 4

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 16-29-319-014-0000

Address:

Street:

2831 Hz. ve Avenue

Street line 2:

City: Berwyn

State: IL

**ZIP Code: 60402** 

Lender. Steve Hassell

Borrower: Cross Country Equity, LLC

Loan / Mortgage Amount: \$62,077.18

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: 9F0154AF-428F-42AB-97A4-AC344218450D

Execution data: 10/4/2016

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Document Prepared by After recording, return to: STEVE HASSELL 4613 JEFFERSON AVENUE OGDEN UT 24403

#### **MORTGAGE**

This Mortgage is madr. by Cross Country Equity, LLC, a Utah Limited Liability Company with an address of 3138 North 1250 West. Pleasant View UT 84414, ("Mortgagor"), to STEVE HASSELL with an address 4613 JEFFERSON AVENUE, JGDEN UT 84403 ("Mortgagee").

Mortgagor is indebted to Mortgagee in the principal sum of \$62,077.18 payable as provided in a certain promissory note dated September 15, 2016. The terms and conditions of such promissory note are incorporated herein by reference.

Therefore, to secure the payment of the above indebtedness, Mortgagor hereby mortgages and conveys to Mortgagee all the following real entate:  $\frac{1}{2}$ 

The land reference herein below is situated in the County of Cook, State of Illinois, and is described as follows:

LOT 27 IN BLOCK 8 IN GREELEY ADDITION TO BERMAN, IN SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID: 16-29-319-014-0000

PROPERTY ADDRESS: 2831 Harvey Avenue – Berwyn IL 60402

Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any.

To have and to hold the same, together with all the buildings, improvements and appurenances belonging thereto, if any, to the Mortgagee and Mortgagee's heirs, successors and assigns forever.

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Mortgagor covenants with Mortgagee that:

- 1. Mortgagor will promptly pay the above indebtedness when due;
- 2. Mortgagor will promptly pay and discharge all real estate taxes, assessments and charges assessed upon the property when due, and in default thereof, Mortgagee may pay the same and such amounts will also be secured by this Mortgage;
- 3. Mortgagor will keep the buildings and improvements on the property, if any, insured against loss by fire and other casualty in the name of Mortgagee in such an amount and with such company as shall be acceptable to Mortgagee, and in default thereof, Mortgagee may effect such insurance and such amounts will also be secured by this Mortgage;
- 4. Mortgagor will neither make nor permit any waste upon the property and will maintain the property and any improvements in good repair;
- 5. Mortgago: will not remove or demolish any building or improvement on the property without the consent of Mortgagee;
- 6. If Mortgagor shall sell, convey or transfer, voluntarily or involuntarily, all or any interest in the above property, Mortgager may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable:
- 7. Mortgagor hereby assigns to prortgagee all rents and profits of the property, if any, as additional security for the above indebtedness;
- 8. Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose this Mortgage; and
- 9. Mortgagor will warrant and defend the title to the property against the lawful claims and demands of all persons.

If any payment required under such promissory note is not paid when due, or if default shall be made by Mortgagor in the performance of any agreement, term or condition of this Mortgage or such promissory note Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable and may enforce payment of such indebtedness by foreclosure of this Mortgage or otherwise, in the manner provided by law. Mortgagor's all pay all costs and expenses, including reasonable attorney's fees, incurred by Mortgagee by reason of Mortgagor's default.

Provided, however, that if Mortgagor shall pay the above indebtedners and faithfully perform all agreements, terms and conditions of this Mortgage and such promissory note, then this Mortgage shall be null and void.

The rights and remedies of Mortgagee herein are cumulative, not exclusive, and are in addition to all other rights and remedies available to Mortgagee at law or equity. Failure of Mortgagee to exercise any right or remedy at any time shall not be a waiver of the right to exercise any right or remedy on any future occasion.

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- 7. The Borrower grants to the Lender a security interest in the Security until this Note is paid in full. The Lender will be listed as a lender on the title of the Security whether or not the Lender elects to perfect the security interest in the Security.
- 8. If the Borrower defaults in payments as required under this Note or after demand for ten 10 days, the security will be immediately provided to the Lender and the Lender is granted all rights of possession as a secured party.
- 9. If any term, covenant, condition or provision of the Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in one way be affected, impaired or invalidated as a result.
- 10. This Note will be construed in accordant with and governed by the laws of the State of Utah
- 11. This Note will endure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrower and Lender. The Borrower waives presentmen for payment, notice of non-payment, protest and notice of protest.

IN WITNESS WHEREOF the Borrower has duly affixed its signature by a duly authorized officer under seal on this 15<sup>th</sup> day of September, 2016.

Cross Country Equity LLC

By Kelly Heitz, Managing Member

BY Kelly Heitz, Individually

Cross Country Equity LLC

By Mate Mueller, Managing Member

BY Nate Mueller, Individually