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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785



1702555008

Doc# 1702555008 Fee \$42.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/25/2017 12:30 PM PG: 1 OF 3

The property identified as: **PIN:** 26-18-204-018-0000

Address:

Street: 10633 S Green Bay Ave

Street line 2:

City: Chicago

State: IL

ZIP Code: 60617

Lender: Lawrence Lis

Borrower: Chicago Title Land Trust Company, as Trustee under Trust no: 8002372125 dated August 11, 2016

Loan / Mortgage Amount: \$50,000.00

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: 68267946-9F9D-4121-A000-99F15726F7C7

Execution date: 12/1/2016

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MORTGAGE

THE MORTGAGOR, **Chicago Title Land Trust Company, as Trustee under Trust no: 8002372125 dated August 11, 2016** of the City of Chicago in the County of Cook and State of Illinois, Mortgages and Warrants to **Lawrence Lis**, of the City of Melrose Park, County of Cook and State of Illinois, to secure the payment of a certain promissory note, executed by, **Chicago Title Land Trust Company, as Trustee under Trust no: 8002372125 dated August 11, 2016** bearing even date herewith, payable to the order of **Lawrence Lis**, at 2230 N Mannheim Rd, Melrose Park, IL 60164, in the amount of **\$50,000.00** with interest at the rate of **7.00%** per annum, with final payment due on or before June 28, 2026 on the following described real estate, to wit:

LOT 19 IN BLOCK 1 IN TURNER'S SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 37, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: **10633 S Green Bay Ave, Chicago IL 60617**

Permanent Index No:

26-18-204-018-0009

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 building 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 incumbrances 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 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 clause payable to **Lawrence 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 the prior incumbrances of the interest thereon when due, or there is legal proceeding that may significantly affect Mortgagee's rights in the property, such failure shall be considered an event of default ("Event of Default"), and Mortgagee shall have the right, at its option, but not be required to, obtain such insurance at Mortgagor's expense, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, or appear in Court or pay reasonable attorneys' 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 7.00 percent (7.00%) 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 on the indebtedness, such failure shall also be considered an Event of Default, provided Mortgagor has not cured

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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 Mortgageor, (i) to declare the entire unpaid principal of this Mortgage and interest thereto immediately due and payable, with penalty interest rate at 7.00 percent (7.00%) 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.

Mortgagors shall also pay upon demand any and all expenses, including reasonable attorney 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 fees, witness fees (expert and 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 Mortgageor, 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, modifications, 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.

Situated in the County of Cook, in the State of Illinois, hereby releasing and waiving in full the right of homestead in the premises in virtue of the Homestead Exemption Laws of this State.

Dated this 8th day of December, 2016.

By: Margaret O'Donnell **ASST. VICE PRESIDENT**

Chicago Title Land Trust Company, as Trustee under Trust no: 8002372125 dated August 11, 2016

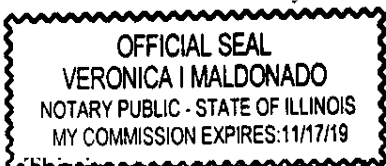
STATE OF ILLINOIS)

) SS.

COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State and County of Cook, I HEREBY CERTIFY that MARGARET O'DONNELL, **ASST. VICE PRESIDENT** Chicago Title Land Trust Company, as Trustee under Trust no: 8002372125 dated August 11, 2016 personally known to me to be the same persons and acknowledged that they signed, sealed and delivered the said instrument as their 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 this 8th day of December 2016



[Signature]
Notary Public

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

This instrument was prepared by and when recorded, returned to: Mila Gloria Novak, Attorney at Law 2300 W. Lake St. Melrose Park, IL 60160 708 343 9119