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#### Illinois Anti-Predatory **Lending Database Program**

Certificate of Exemption

Doc# 1709513076 Fee \$46.00

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

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/05/2017 02:56 PM PG: 1 OF 5

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 01-04-402-006-0000

Address:

Street:

250 Otis Road

Street line 2:

City: Barrington Hills

Lender: Benjamin Sitt

Borrower: Jozef Gil

Loan / Mortgage Amount: \$30,000.00

State: IL Colling Coll This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seg, because the application was taken by an exempt entity.

Certificate number: 5285F625-CF56-4999-9FEE-C164F4311184

Execution date: 3/31/2017

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#### MORTGAGE

State of Illinois

Cook County

Be it known by all that this Mortgage is given by Jozef Gil, hereinafter referenced as Borrower to Benjamin Sitt, hereinafter referenced as Lender, which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of thirty Thousand Dollars (\$30,000.00), 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 er does hereby grant and all the improvement of the particularly described as follows:

See a Hached legal lescuption 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 as follows:

Which is located at:

250 Otis Road, Barrington Hills, IL 60010

PIN: 01-04-402-006-0000

Borrower further covenants and agrees that:

- [1] No superior mortgage of 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

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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] Should the Borrower fail to carry out the covenants and agreements as set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lenders 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, Borrowers rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.
- [5] Should any condition of this Mortgage or any senior mortgage be in default for fifteen (15) days, the entire debt snair become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney fees incurred.
- [6] Should the Borrower transfer 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 Borrow a is indefeasibly seized of said land in fee simple; that the 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 condition: set forth herein, for breach of which Lender shall have the STATUTORY POWER OF SALE to the extern existing under State law.

Executed under seal this 21 day of MARCM , 2017.

Signed:

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County Clark's Office

## **UNOFFICIAL COPY**

STATE OF ILLINOIS	)
	) ss
COUNTY OF COOK	)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Jozef Gil, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, 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 and official seal, this 319 day of March, 2017.

Notary Public

"OFFICIAL SEAL"
PENGTIAN MA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/4/2018

**Prepared By:** Law Offices of Pengtian Ma 2961 South Archer Avenue

Chicago, Illinois 60608

Mail To:

Law Offices of Pengtian Ma 2961 South Archer Avenue Chicago, Illinois, 60608

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#### **EXHIBIT A - LEGAL DESCRIPTION**

Parcel 1: That part of the West 330 feet (measured on the North line) of the East 1/2 of the South West 1/4 of the South east 1/4 of Section 4, Township 42 North, Range 9, East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said West 330 feet on the South line of said Section 4 (lying in Otis road) for a point of beginning; thence North on the West line of said West 330 feet, 458.05 feet; thence South 89 degrees 31 minutes East parallel with the said South line of Section 4 a distance of 135.19; thence North 48 degrees 46 minutes East 106.38 feet; thence North parallel with the East line of said West 330 feet, 321.0 feet; thence South 89 degrees 31 minutes East parallel with the said South line of Section 4 a distance of 115.0 feet to a point on the East line of said West 330 feet lying 850 feet North from the said South line of Section 4; thence south on the said East line of the West 330 feet aforesaid, 850.0 feet to a point on the South line of said Section 4 lying 330.27 feet Easterly from the point of beginning; thence North 89 degrees 31 minutes West on said South line of Section 4 a distance of 330.27 feet more or less to the point of beginning, in Cook County, Illindis.

Parcel 2: The Couth 458.05 feet, as measured on the West line of the East 1/2 of the Southwest 1/4 of Southeast 1/4 of Section 4, Counship 42 North, Range 9, East of the Third Principal Meridian of a parcel of land described as follows: That period the Southeast 1/4 of Section 4, Township 42 North, Range 9, East of the Third Principal Meridian, described as follows: Beginning in the center of a highway at the Southwest corner of said Southeast 1/4 of Section 4; thence for a long the West line of said Southeast 1/4 1315 feet; thence South 88 degrees 58 minutes East 546 feet; thence for said highway (being the South line of said Southeast 1/4; thence West along the center of said highway to the point of beginning, (excepting from said tract that part thereof lying West of the following described line: Beginning at a point in the North line of the Southwest 1/4 of said Southeast 1/4 534 feet East of the West line of said Southeast 1/4; thence Southwest 1/4; thence Southwest 1/4 in a straight line of 101 degrees 56 minutes, measured from Viesi to Southeast 630.2 feet; thence Southwesterly in a straight line which makes an angle with the last described line of 163 degrees 20 minutes measured from North to West and Southwest to the South line of said Southeast 1/4.

Parcel 3: The South 458.05 feet, as measured on the West line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 4 of that part of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 4, Township 42 North, Range 9, East of the Principal Meridian lying Fast of the following described line: Beginning at a point in the North line of the Southwest 1/4 of the Southeast 1/4 distant East along said line 534.0 feet from the West line of said Southeast 1/4 and running thence Southeaserly in a straight line which makes an angle with the said North line of 101degrees 56 minutes as measured from Wilst to Southeast, a distance of 630.20 feet; thence Southwesterly in a straight line which makes an angle with the last described line of 163 degrees 20 minutes measured from North to West and Southwest to the South line of 1 aid Southeast 1/4 of said Section 4, all in Cook County, Illinois.