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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1716016036

Doc# 1716016036 Fee \$44.00

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

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/09/2017 12:55 PM PG: 1 OF 4

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN: 20-08-313-012-0000**

Address:

Street: 5331 S. Justine Street

Street line 2:

City: Chicago

State: IL

ZIP Code: 60609

Lender: John Macauley

Borrower: Alex Prieto

Loan / Mortgage Amount: \$60,000.00

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: 03479EBC-1ECA-4ED4-A682-DB2191674C98

Execution date: 5/26/2017

JA

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MORTGAGE WITH HOMESTEAD
WAIVER Form 92

THIS INDENTURE WITNESSETH, Made
this **22ND** day of **APRIL** A.D.
Two Thousand Seventeen
between **ALEX PRIETO**
6858 Riverside Dr

of the **City of Berwyn** County
of **Cook** and State of Illinois,
party of the first part hereinafter-----
called mortgagor ----- and

of the **JOHN MACAULEY**
1663 Algonquin Rd

THE ABOVE SPACE FOR RECORDER'S USE ONLY

in the **City of Des Plaines** County of **Cook** and State of **Illinois**,
----- party of the second part hereinafter called mortgagee.

WITNESSETH: That the mortgagor(s) for, and inconsideration of the sum of (\$ **60,000.00**)
SIXTY THOUSAND AND NO/100----- **DOLLARS**
(hereinafter called indebtedness) principal sum to **mortgagor** in hand paid the receipt of

which **was signed by mortgagor and given to mortgagee and by both parties**
is hereby acknowledged, do (es) hereby convey and warrant unto the said mortgagee the following described real estate,
with the buildings and improvements thereon and everything appertaining thereto, including all rents, issues and profits arising
or accruing therefrom in any manner whatsoever, to-wit: **LOT 36 IN BLOCK 1 IN NEW ASHLAND SUBDIVISION, A
SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8,
TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.**

Permanent Index Number: 20-08-313-012-0000
Address of Real Estate: 5331 S. Justine St., Chicago, Illinois 60609

(Subject to all legal highways upon said premises) situated in the **City of Chicago**
County of **Cook** and State of Illinois: Hereby releasing and waiving all rights under, and by virtue of the
Homestead Exemption Laws of this State.

The said mortgagor(s) do(es) covenant and agree with the said mortgagee that **he is**
well seized of the premises above conveyed, as of a good and indefeasible inheritance in the law
in fee simple; that the said premises are clear of all taxes, and assessments now due and of all other liens and incumbrances
whatsoever, and **that he**
will **WARRANT AND FOREVER DEFEND** the same.

The said mortgagor(s) do(es) covenant and agree with the said mortgagee to pay promptly when due, all taxes
and assessments legally levied and accruing upon the said premises and any and all other liens thereon, and upon request to exhibit
receipts therefor, to the said mortgagee and to keep the buildings and improvements upon said premises insured in reputable
insurance companies for the benefit and security of the owner of said indebtedness for at least two-thirds of the value of such
buildings and improvements during the full period of the lien hereby created, and deliver the insurance policies to the said
mortgagee and to keep the buildings and improvements upon said premises in good repair during the full period of the lien hereby
created.

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In case of default in the payment of said indebtedness or any part thereof or the interest thereon or any part thereof at the time the same becomes due and payable according to the tenor and effect of the note or notes hereinafter described or any part thereof, or in case of waste, or in case of non-payment of taxes or assessments, or in case of neglect to procure or renew insurance as hereinbefore provided, or in case of a breach of any of the covenants and agreements herein contained, then in any and every case all of the indebtedness hereby secured at the election of the owner of said indebtedness or any part thereof shall become immediately due and payable and this mortgage may be foreclosed in the manner and with the same effect as if said indebtedness had matured by lapse of time.

In case of neglect or refusal of said mortgagor (s) to insure said buildings and improvements and deliver the insurance policies to the said mortgagee or to pay the taxes and assessments, the owner of said indebtedness or any part thereof may procure and pay for such insurance and pay the taxes and assessments, and all money so paid with interest thereon at the rate of six per cent per annum shall become additional indebtedness against the said mortgagor and the payment thereof shall be secured by this mortgage equally in every respect with the said original indebtedness.

In case of filing a bill to foreclose this mortgage, the Court may at any time before a sale, upon request appoint a receiver with power to collect the rents, issues and profits arising or accruing from said premises and out of such rents, issues and profits such receiver may pay all taxes and assessments accruing or past due, all insurance, and all necessary repairs to, and maintenance of said premises during the full period of such receivership, and the balance, if any, shall be reported to, and disbursed as directed by the Court. The said mortgagor(s) do(es) hereby covenant and agree to surrender the said premises peaceably on demand to any receiver that may be appointed by the Court.

In case of filing a bill to foreclose this mortgage, the said mortgagor (s) do (es) hereby covenant and agree to pay all reasonable attorney's fees and all costs and expenses incurred in and about such foreclosure suit, including all expenses for continuing abstracts of title to said premises; and the same shall become additional indebtedness against the said mortgagor and the payment thereof shall be secured by this mortgage equally in every respect with the said original indebtedness.

In case of any suit or legal proceedings wherein the said mortgagee or the owner of said indebtedness or any part thereof shall be made a party thereto by reason of this mortgage, then the reasonable attorney's fees for services in any such suit or legal proceedings shall become additional indebtedness against the said mortgagor(s) and the payment thereof shall be secured by this mortgage equally in every respect with the said original indebtedness.

Provided always that if the said mortgagor(s) shall well and truly pay or cause to be paid to the said mortgagee or to the owner of said indebtedness, the principal sum of sixty thousand and two-hundred fifty dollars with interest as agreed, before or at maturity

then this conveyance shall be null and void, anything thereinbefore contained to the contrary notwithstanding.

All of the covenants and agreements herein contained shall extend to and be binding upon all of the parties hereto, their and each of their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the said mortgagor (s) has seal(s) on the day and year first above written.

hereunto set his

hand(s) and

ALEX PRIETO [SEAL]

_____ [SEAL]

_____ [SEAL]

_____ [SEAL]

Subscribed and sworn to before me

this 22nd day of April 2017
at Chicago, County of Cook, State of Illinois.

Notary Public



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FORM 92 - MORTGAGE WITH HOMESTEAD WAIVER

This instrument prepared by: Mark Brosius
4751 W. Touhy Ave, Suite 101
Lincolnwood, IL 60712

After recording, return to: John Macauley
1663 Algonquin Rd
Des Plaines, IL 60016

Property of Cook County Clerk's Office

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Julie Taylor in and for, and residing in said County,
in the State aforesaid, DO HEREBY CERTIFY that ALEX PRIETO

personally known to me to be the same person(s) whose name he subscribed to the foregoing
instrument, as having executed the same, appeared before me this day in person and acknowledged that he
signed, sealed and delivered the said instrument as his
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 Notarial Seal this 22nd day of April A.D. 20 17

[Signature]
Notary Public.

