



\*1728641016\*

Doc# 1728641016 Fee \$50.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/13/2017 10:12 AM PG: 1 OF 7

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: PIN: 16-07-316-082-0000

Address:

Street: 1024 Cedar Court

Street line 2:

City: Oak Park

State: IL

ZIP Code: 60302

Lender: Stephen Lee and Sandra Lee

Borrower: Andrew Hjelle and Deborah Hjelle

Loan / Mortgage Amount: \$110,000.00

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.

S Y  
P 7  
S N  
SC Y  
INTA

Certificate number: 496D0EEF-EF8C-4012-81D8-71B9A51FA227

Execution date: 9/27/2017

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3/3 mail TO  
 Proper Title, LLC  
 180 N. LaSalle Ste. 1920  
 Chicago, IL 60601  
 PT17-43543

PT17-43543 *[Signature]*

**MORTGAGE AGREEMENT**

**THIS MORTGAGE AGREEMENT** (the "Mortgage") is made and entered on September 27, 2017 by and between Andrew Hjelle and Deborah Hjelle, a married couple, of 5855 N. Sheridan Rd., Apt. 17A, Chicago, Illinois 60660 (the "Borrower") and Stephen Lee and Sandra Lee, a married couple, of 2S445 Golfview Dr, Glen Ellyn, Illinois 60137 (the "Lender") which term includes any holder of this Mortgage, to secure the payment of the **PRINCIPAL SUM** of \$110,000.00 together with interest thereon of 3% computed on the outstanding balance of the total purchase price of \$559,900.00, as provided in this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of this Mortgage.

**IN CONSIDERATION OF** the loan made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, with **MORTGAGE COVENANTS**, the following described property (the "Property") situated at 1024 Cedar Court, in the City of Oak Park, County of Cook, in the State of Illinois, with the following legal description:

Please see the attached *Schedule A* for the legal description.

**PAYMENT OF SUMS SECURED.**

Borrower shall pay to Lender the principal and interest as agreed and reasonable charges fixed by Lender to satisfy and discharge this Mortgage of record and any other relevant loan

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documents, and all other sums hereby secured. Borrower shall keep and perform every other term, provision, covenant, and agreement of this Mortgage.

## **PAYMENT DETAILS**

**Principal:** \$110,000

**Interest:** 3.0% Annually

**Term:** 9 years

**Start Date:** 10/1/2017

**Last Payment Date:** 9/1/2026

**Paid:** Monthly

**Interest Compounded:** Monthly

**Monthly Payment:** \$1324.07

**Number of Payments:** 108

## **SUBORDINATION OF LIENS**

All liens and security interests securing the secondary mortgage held by the above-mentioned Lender are hereby subordinated and made junior to all liens and security interests securing the primary mortgage of \$416,000 held by Commonwealth Mortgage, of 600 West Cummings Park, Ste 2500, Woburn, MA 01801. This subordination shall not be deemed to subordinate the liens and security interests in favor of Junior Creditor to the liens and security interests in favor of any other person. Without the prior written consent of Commonwealth Mortgage, the Lender shall not: (a) exercise or enforce any creditor's right it may have against Borrower with respect to any property of the Borrower, or (b) foreclose, repossess, sequester or otherwise take steps or institute any action or proceedings, judicial or otherwise, to enforce any liens, security interests, judgments or other encumbrances upon any property of the Borrower.

## **WHEN THIS MORTGAGE BECOMES VOID.**

When the loan secured by this Mortgage has been paid in full with all interest due, this mortgage shall become void.

## **BORROWERS' RIGHT TO PREPAY.**

Borrowers have the right to make payments of principal at any time before they are due. A payment of principal only is known as a 'prepayment'. When Borrowers make a prepayment, Borrowers will tell the Lenders in writing that they are doing so. Borrowers may not designate a payment as a prepayment if Borrowers have not made all the monthly payments due under this mortgage.

Borrowers may make a full prepayment or partial prepayment without paying any prepayment charge. After paying any late fees or outstanding fees that Borrowers owe, the Lenders will use Borrowers' prepayment to reduce the amount of principal that Borrowers owe under this mortgage. However, the Lenders may apply Borrowers prepayment to the accrued and unpaid interest on the prepayment amount before applying Borrowers prepayment to reduce the principal amount of this mortgage. If Borrowers make a partial prepayment, there will be no changes in the due dates or in the amount of Borrowers' monthly payment unless the Lenders agree in writing to those changes.

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## **BORROWER FURTHER COVENANTS AND AGREES THAT:**

a. Borrower warrants that it is lawfully seized of the Property, that it has full right and is lawfully authorized to sell, convey, or encumber the same, and that the Property is free and clear of all liens and encumbrances except as provided herein.

b. Borrower covenants to warrant and forever defend, all and singular, the Property unto the Lender forever from and against the Borrower and all persons whomsoever lawfully claiming the same or any part thereof.

c. Borrower will make with each periodic payment 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 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.

d. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged Property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.

e. In the event that any condition of this Mortgage shall be in default within a reasonable time, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

f. In the event that the Borrower transfers 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.

g. 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.

h. Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the Property.

i. This Mortgage is upon the statutory condition and the other conditions set forth herein, for breach of which Lender shall have the statutory power of sale to the extent existing under the laws of this State.

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**Borrower Signatures:**

DATED: 9/27/17 DATED: 9/27/17

Andrew Hjelle Deborah Hjelle

Andrew Hjelle

Deborah Hjelle

STATE OF ILLINOIS, COUNTY OF COOK, ss:

Beth Lasalle  
Notary Public

\_\_\_\_\_  
Title (and Rank)

My commission expires 2-26-21



Property of Cook County Clerk's Office

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**Lender Signatures:**

DATED: September 27, 2017 DATED: September 27, 2017

Stephen H. Lee Sandra Lee

Stephen Lee

Sandra Lee

STATE OF ILLINOIS, COUNTY OF COOK, ss:

Beth Lasalle  
Notary Public

\_\_\_\_\_  
Title (and Rank)

My commission expires 2-26-21

**MAIL TO:**

~~Andrew + Deborah Hjelle  
1024 Cedar Court  
Oak Park, IL 60302~~



Stephen + Sandra Lee  
2S445 Golfview Dr.  
Glen Ellyn, Illinois 60137

**DATE OF INSTRUMENT:**

9/27/2017

**PREPARED BY:**

Andrew Hjelle  
1024 Cedar Court  
OAK PARK IL, 60302

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## EXHIBIT 'A' / LEGAL DESCRIPTION

LOTS 33 AND 34 (EXCEPT THE SOUTH 20 FEET OF THE EAST 54 FEET AND EXCEPT THE SOUTH 20 FEET OF THE WEST 54 FEET AND EXCEPT THE NORTH 20 FEET OF THE EAST 54 FEET AND EXCEPT THE NORTH 20 FEET OF THE WEST 54 FEET AND INCLUDING PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 18, 19, 20, 21 AND 22 DESCRIBED COMMENCING THE SOUTHEAST CORNER ON SOUTH LINE, THENCE WEST ALONG THE SOUTH LINE A DISTANCE OF 92.16 FEET, THEN NORTH AND PARALLEL WITH THE WEST LINE OF SAID TRACT, A DISTANCE OF 20.00 FEET THENCE WEST PARALLEL TO THE SOUTH LINE A DISTANCE OF 54.00 FEET, THENCE NORTH ALONG WEST LINE A DISTANCE OF 160.12 FEET, THENCE EAST PARALLEL TO THE NORTH LINE A DISTANCE OF 54.00 FEET, THENCE NORTH PARALLEL TO THE WEST LINE A DISTANCE OF 20.00 FEET, THENCE EAST ALONG NORTH PROPERTY LINE A DISTANCE OF 92.16 FEET THENCE SOUTH PARALLEL TO THE WEST LINE A DISTANCE OF 200.41 FEET TO THE POINT OF COMMENCEMENT IN BLOCK 1 IN CENTRAL SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ALSO,

THAT PART OF LOTS 33 AND 34 IN BLOCK 1 IN CENTRAL SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

TAKEN AS A TRACT OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER ON SOUTH LINE OF SAID TRACT THENCE WEST ALONG SOUTH LINE DISTANCE OF 49.17 FEET, THENCE NORTH PARALLEL TO THE WEST LINE A DISTANCE OF 6.02 FEET, TO A SOUTHEAST CORNER OF EXISTING BRICK BUILDING, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH A DISTANCE OF 39.95 FEET TO THE NORTHEAST CORNER OF SAID BUILDING, THENCE WEST 19.97 FEET ALONG THE BUILDING WALL, SAID POINT BEING THE CENTER LINE OF A PARTY WALL, THENCE SOUTH ALONG THE CENTER LINE OF SAID PARTY WALL A DISTANCE OF 39.95 FEET, SAID POINT BEING THE CENTER LINE OF A PARTY WALL, THENCE EAST A DISTANCE OF 19.97 FEET TO THE SOUTHEAST CORNER OF SAID BUILDING BEING THE POINT OF BEGINNING.

COMMONLY KNOWN AS 1024 CEDAR COURT, OAK PARK, ILLINOIS 60302  
PARCEL ID(S): 16-07-316-082-0000