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Illinois Anti-Predatory Lending Database Program

Doc# 1811519148 Fee \$52.00  
 RHSP FEE:\$9.00 RPRF FEE: \$1.00  
 KAREN A. YARBROUGH  
 COOK COUNTY RECORDER OF DEEDS  
 DATE: 04/25/2018 04:18 PM PG: 1 OF 8

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: PIN: 15-17-401-021-0000

Address:

Street: 34 Oak Ridge Ave

Street line 2:

City: Hillside

State: IL

ZIP Code: 60162

Lender: David Burns

Borrower: 1039 Thomas Ave, LLC

Loan / Mortgage Amount: \$35,000.00

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 \_\_\_\_\_  
 P \_\_\_\_\_  
 S \_\_\_\_\_  
 M \_\_\_\_\_  
 SC \_\_\_\_\_  
 E \_\_\_\_\_  
 INT \_\_\_\_\_  
 D \_\_\_\_\_

Certificate number: 9F833BDE-E332-4B8D-AD7A-79FF451EB8CC

Execution date: 7/11/2017

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David R. Burns  
POB 1562  
Dayton, NV 89403.

## MORTGAGE

This "Mortgage" (also known as a purchase-money security interest lien) is **MADE** as of the 20th day of July, 2015.

**FROM** the Legal Entity of: **David R Burns**, Private Money Lender, Investor, doing business in the State of Nevada and is recognized in the State of Nevada, located at **POB 1562, Dayton, NV 89403** (hereinafter called "Private Money Lender")

**TO** the Legal Entity of: 1039 Thomas Ave, LLC, c/o its Registered Agent and Manager Darrius Walls, 1039 Thomas Avenue, Forest Park, Illinois 60130 (hereinafter called "Borrower")

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**WHEREAS**, Private Money Lender has executed and delivered to Borrower a certain Promissory Note (hereinafter called "Note") of even date herewith, in the principal sum of **\$35,000.00 (Thirty-Five Thousand, Dollars)** on **07/30/2015** by **Cashier's Check #3755051200**, and deposited **directly to Account No. ending in 3337**; lawful money of the United States of America, together with interest thereon at a rate of 30% APR Compounded, provided in the Promissory Note until the indebtedness is paid in full and in the manner and at the times therein set forth, with the final payment of principal and interest, if not sooner paid, due and payable between 90 days but no later than 365 days from date of Agreement, on or before this date of **July 30, 2016** and containing certain other terms and conditions, all of which are specifically incorporated herein by reference.

**NOW THEREFORE**, Private Money Lender, in consideration of said debt or principal sum and as security for the payment of the same and interest as aforesaid, together with all other sums payable hereunder or under the terms of the Note, does grant and convey unto Borrower, its successors and assigns, as the case may be:

**LEGAL DESCRIPTION 34 Oak Ridge Ave., Hillside, ILL 60162**

**APN/Parcel ID: 15-17-401-021-000**

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For Tax Map ID: 15-17-401-021-000

LOT 9 AND THE EAST  $\frac{1}{2}$  OF THE VACATED ALLEY LYING WEST OF AND  
ADJOINING IN BLOCK 3 IN BOEGER'S SUBDIVISION OF THAT PART OF THE  
NORTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  LYING NORTH OF THE RIGHT OF WAY OF  
THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY (EXCEPT THE  
EAST 5 CHAINS OF THE NORTH 10 CHAINS THEREOF AND EXCEPT THE WEST  
166-5/10 FEET THEREOF) OF SECTION 17, TOWNSHIP 39 NORTH, RANGE  
12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS

CURRENT OWNER: 1039 Thomas Avenue LLC

**SUBJECT** to all exceptions, reservations, conditions and restrictions  
contained in former deeds of record affecting the property hereby  
conveyed, including and not limited to any rental income earned during  
the term of the Note.

**TOGETHER** with the buildings and improvements, now or hereafter  
erected thereon, the appurtenances thereunto belonging and all  
streets, lanes, alleys, passages, rights, liabilities, privileges,  
hereditaments and appurtenances whatsoever thereto and the

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reversions, remainders, rents, issues and profits thereof and any other sums hereafter intended by the Private Money Lender and Borrower to be secured hereby.

**TO HAND AND TO HOLD** the same unto Borrower, its successors and assigns forever.

**PROVIDED HOWEVER**, that if the Borrower shall pay to the Private Money Lender the aforesaid debt or principal sum and all other sums payable by Borrower to Private Money Lender hereunder and under the terms of the Note, together with interest thereon, and shall keep and perform each of the other covenants, conditions and agreements hereinafter set forth, then this Purchase-Money Security Interest Lien and the estate hereby granted and conveyed shall become void.

In case default be made for the space of thirty (30) days in the payment of any installment of principal or interest pursuant to the terms of the Note, or in the performance by Private Money Lender of any of the other obligations of the Note or this Purchase-Money Security Interest Lien, the entire unpaid balance of said principal sum, and all other sums paid by Borrower, pursuant to the terms of the Note or this

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Purchase-Money Security Interest Lien , together with unpaid interest thereon, shall at the option of the Borrower and without notice become immediately due and payable, and foreclosure proceedings may be brought forthwith on this Purchase-Money Security Interest Lien and prosecuted to judgment, execution and sale for the collection of the same, together with costs of suit and attorney's commission for collection of the total indebtedness. Private Money Lender hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemption from levy and sale of any property that now is or hereafter may be exempted by law.

The covenants, conditions and agreements contained in this Purchase-Money Security Interest Lien shall bind, and the benefits thereof shall inure to the respective parties hereto and their respective heirs, executors, administrators, successors and assigns as the case may be. If this Purchase-Money Security Interest Lien is executed by more than one person, the undertakings and liability of each shall be joint and several.

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### ACKNOWLEDGEMENTS

**WITNESS** the hand and seal of the said Private Money Lender:

**WITNESS: Name of Private Money Lender:** David R Burns

by: David R Burns (SEAL)  
Authorized Signature

STATE OF NEVADA )  
COUNTY OF Carson? )

ON THIS, the 16<sup>th</sup> day of April, 2018,

before me, a Notary Public, David R Burns personally appeared before me (Notary Name) Maria Marcia

located in the State of Nevada whose name is subscribed to the within instrument and said person acknowledged that was executed the same for the purposes therein contained.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.



Maria Marcin  
NOTARY PUBLIC


My Commission Expires: October 1, 2020

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David R. Burns  
POB 1562  
Dayton, NV 89403

I, Notary, do hereby certify that David R Burns precise mailing  
address is: **POB 1562, Dayton, NV 89403**

This filed Purchase-Money Security Interest Lien must be mailed to  
the above address after filed.

  
\_\_\_\_\_  
Signed by David R Burns

Property of Cook County Clerk's Office