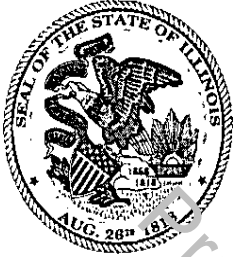


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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713



\*1816644100\*

Doc# 1816644100 Fee \$48.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/15/2018 03:53 PM PG: 1 OF 6

The property identified as: **PIN:** 04-25-202-110-0000

**Address:**

**Street:** 1841 Wagner Road

**Street line 2:**

**City:** Glenview

**State:** IL

**ZIP Code:** 60025

**Lender:** Robert R. and Tamara D. Burke

**Borrower:** Susan A. Martin

**Loan / Mortgage Amount:** \$68,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

**Certificate number:** D5E7A49B-8717-48DE-81E0-00649B279DDC

**Execution date:** 6/12/2018

904111 HF 10E1

A handwritten signature in black ink, appearing to be "ab".

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After Recording Return To:

BURKE  
1400 BURR OAK DR.  
GLENVIEW, FL  
330025

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

Capitalized terms used herein shall have the meanings set forth below or otherwise in this document.

- (A) "Security Instrument" means this document, which is dated March 5, 2018, together with all Riders to this document.
- (B) "Borrower" is SUSAN A. MARTIN. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is ROBERT R. & TAMARA D. BURKE. Lender's address is 1400 BURR OAK DRIVE GLENVIEW, FL 330025. Lender is the mortgagee under this Security Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated MARCH 5, 2018. The Note states that Borrower owes Lender SIXTY EIGHT THOUSAND Dollars (U.S. \$ 68,000.00) as of the date hereof, plus any additional advances made by Lender to Borrower pursuant to the terms of the Note, plus interest on any of the foregoing amounts at the rate of 2 % per year. Borrower has promised to pay this debt in full not later than the earlier of (x) the date upon which and interest in the Collateral is transferred, or (y) FEBRUARY 1, 2019.
- (E) "Loan" means the debt evidenced by the Note, plus interest (including, without limitation, any Additional Advances (as defined in the Note)).
- (F) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

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- (G) **“Successor in Interest of Borrower”** means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan in accordance with the terms of the Note, subject to all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender’s successors and assigns the real property commonly known as and located at 1840 WAGNER RD. GLENVIEW, IL 60025 (the **“Collateral”**).

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the **“Property.”**

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

1. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender’s acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

2. **Loan Charges.** If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction

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will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

3. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address.

4. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

5. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

6. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 6, "**Interest in the Property**" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) all sums secured by this Security Instrument shall become immediately due and payable.

7. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Note. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

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Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

8. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

9. **Waiver of Homestead.** In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

**BY SIGNING BELOW,** Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

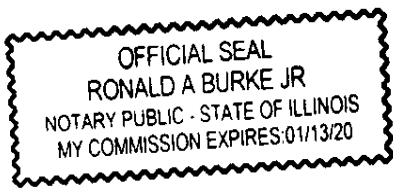
**BORROWER:**

Susan A. Martin  
(SIGN)

Susan A. Martin  
(PRINT)

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

This instrument was acknowledged before me on MARCH 5 2018 by SUSAN A MARTIN



Ronald A Burke Jr  
Notarial Officer

My commission expires: 1-13-20

**LENDER:**

Tamara D Burke  
(SIGN)

TAMARA D BURKE  
(PRINT)

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## Exhibit A

### **LEGAL DESCRIPTION:**

THE NORTH ONE-HALF (1/2) OF THE WEST ONE-HALF (1/2) OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTH ONE-HALF (1/2) OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS.

COMMENCING AT A POINT IN THE CENTER OF WAGNER ROAD ON THE NORTH LINE OF SAID AREA, THENCE SOUTH 330 FEET, THENCE EAST 660 FEET THENCE NORTH 330 FEET, THENCE WEST 660 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREE WEST ALONG THE WEST LINE THEREOF 75.0 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 32 SECONDS EAST 105.0 FEET; THENCE NORTH 45 DEGREES 14 MINUTES 31 SECONDS EAST 106.56 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 58 MINUTES 32 SECONDS WEST ALONG SAID NORTH LINE 180.67 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PIN No. 04-25-202-110-0000

1841 Wagner Road, Glenview, Illinois 60025