## UNOFFICIAL (

## Illinois Anti-Predatory Lending Database

Program

Certificate of Exemption

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 11/01/2018 11:53 AM Pg: 1 of 3



Report Mortgage Fraud 844-768-1713

The property identified 23

PIN: 16-05-106-034-1302

Address:

Street:

2 W. LEMOYNE YYWY

Street line 2: UNIT 1S

City: OAK PARK

**ZIP Code:** 60302

Lender: GARY JOSEPH

Borrower: NEWNETT 1 LLC

OR AS TO THE EFFECT UPON TITLE, IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION BY PRAIRIE TITLE AS AN ACCOMMODATION ONLY. THIS INSTRUMENT HAS BEEN SENT FOR RECORDING

Loan / Mortgage Amount: \$40,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 Afro. et seq. because the application was taken by an exempt entity.

Certificate number: F44CF5CB-3D58-4086-87C1-921A4F70C700

Execution date: 10/23/2018

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### **UNOFFICIAL COPY**

#### **MORTGAGE**

This Mortgage, made this 23 day of October, 2018 by and between Gary Joseph, of 634 S Wesley., Oak Park, II 60304, (the "Lender") and NewNett I LLC, an Illinois Limited Liability Company with principal place of business at 401 South BLVD, Oak Park, Illinois 60302 (referred to as "Mortgagor") as follows:

For valuable consideration, Mortgagor mortgages, warrants and conveys to Lender all of Mortgagor's right, title and interest on and to incofollowing described real property, together with all existing or subsequently erected improvements thereon, and subject to any matters of record, the real property, located in Cook County, Illinois and further described as:

LEGAL DESCRIPTION: LOT 27 IN BLOCK 1 IN FAIR OAKS TERRACE, BEING A SUBDIVISION OF THE EAST 50 ACRES OF THE NORTH 75 ACRES OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMIUM RECORDED AS DOCUMENT NO. 25136095, TOCETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY ILLINOIS.

Real Property Address: 2 W. Lemoyne Parkway, Unit 1S, Oak Park, Illinois, 60302.

PIN: 16-05-106-034-1002

This Mortgage if given to secure the payment of indebtedness identified in the previously executed Note dated October 1, 2018 by NewNett I LLC, in the sum of FORTY THOUSAND DCLL ARS (\$40,000.00), and the performance of all obligations of NewNett I LLC are related to said Note.

Except as otherwise provided, Mortgagor shall pay to Lender all amounts secured by the Mortgage as they become due and shall strictly perform all of Mortgagor's obligations under this Mortgage.

Mortgagor warrants (1) that it has good and marketable title to said Real Property, free of all liens and encumbrances; (2) that there are no senior liens to said Real Property; and (3) that Mortgagor has the full right, power and authority to execute and deliver this instrument to Lender.

Full performance of all obligations and full satisfaction of all indebtedness when due and imposed by this Mortgage, shall cause the Lender to execute and deliver to Mortgagor suitable satisfaction of this Mortgage.

Failure of Mortgagor to make any payment when due and owing under the Note shall constitute an event of Default under this Mortgage and shall allow the Lender thereafter, at its option, to exercise any one or more of the following rights as provided by law:

Judicial Foreclosure wherein Lender may obtain a judicial decree foreclosing;

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# Mortgagor's interest in any and all the Real Property,

• Deficiency Judgment wherein Lender may obtain a judgment for any deficiency remaining on the indebtedness:

• And all or any other remedies whether in law or equity for the enforcement of those terms set forth in the Note and confirmed by this Mortgage instrument.

Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy and an election to make expenditures or take action to perform an obligation of Mortgagor under this Mortgage after failure of Mortgagor to perform an obligation of Mortgagor under this Mortgage shall not affect Lender's rights to declare a default and exercise its remedies under this Mortgage.

Mortgagor shall be responsible for all reasonable attorney's fees and costs associated or incurred to secure the amounts so loaned.

Illinois Law shall govern the interpretation and enforcement of this Mortgage.

If a Court of competent paradiction finds any provision herein to be unenforceable or invalid, the provision shall be struck and the other provisions shall remain in full force and effect as if said provision had consequence on the obligations herein assumed by Mortgagor.

In Witness Whereof this mortgage has ocen duly executed by the Mortgagor on the date first written above.

Benjamin Newton, Managing Member of NewNett I LLC

401 South BLVD, Oak Park, IL 60302

Prepared by: Hope F. Geldes Geldes Law, Ltd. 1922 Home Ave Berwyn, IL 60402

After recording, deliver to: Gary Joseph 634 S. Wesley Ave., Oak Park, II 60304 OFFICIAL SEAL HOPE GELDES Notary Public - State of Illinois My Commission Expires 7/20/2022

whered has 23rd day of Octor, 2018.