

# UNOFFICIAL COPY

Doc#: 2029817046 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 10/26/2020 10:03 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:** 01-01-408-004-0000

**Address:**

**Street:** 1017 S Summit Street

**Street line 2:**

**City:** Barrington

**State:** IL

**ZIP Code:** 60010

**Lender:** John M. Kiss 2010 Living Trust

**Borrower:** Michael Kiss and Kristin Kiss

**Loan / Mortgage Amount:** \$360,000.00

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:** C278CA96-5D12-48FA-946C-16FD8F37B183

**Execution date:** 1/1/2020

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THIS DEED PREPARED BY  
AND PLEASE RETURN TO:  
**JAMES M. KISS, LTD., P.C.**

*Attorneys at Law*  
**96 Kennedy Memorial Drive**  
**Carpentersville, IL 60110**  
**847/428-5477**

FILE # 17 1 REP 3-11

**ADDRESS OF PROPERTY:**

**1017 S. Summit Street**  
**Barrington, IL 60010**

**ACCOMMODATION**  
**RECORDING**

**Mortgage**

\*\*\*\*\*

THIS INDENTURE WITNESSETH, that MICHAEL KISS and KRISTIN KISS, husband and wife, hereinafter THE GRANTORS, of 1017 S. Summit Street, Barrington, Illinois (60010), County of Cook, and State of Illinois, for and in consideration of the sum of THREE HUNDRED SIXTY THOUSAND and NO/100 DOLLARS (\$360,000.00), in hand paid, do hereby CONVEY and WARRANT to JOHN M. KISS 2010 LIVING TRUST, or its assigns, of 20 Pembury Way, in the Village of South Barrington (60010) County of Cook and State of Illinois, as Trustee and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to wit:

LOT 9 IN BLOCK 15 IN A. T. MCINTOSH HILLSIDE ADDITION TO BARRINGTON, ILLINOIS, SECTIONS 1 AND 12 TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 01-01-408-004-0000  
CKA: 1017 S. Summit Street, Barrington, Illinois (60010)

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, the Grantor is justly indebted upon a principal promissory note bearing even date herewith, payable as follows:

The Grantor covenants and agrees as follows: (1) to pay said indebtedness and the interest thereon as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the

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said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holders of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at per the note shall be so much additional indebtedness secured hereby.

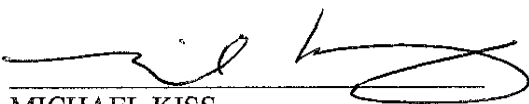
IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at per the note, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.


IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosures hereof - including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree - shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs - executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the Court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The names of a record owner are: Michael Kiss and Kristin Kiss

In the event of the death or removal by JOHN M. KISS, in the Village of South Barrington (60010), County of the Cook, and State of Illinois, grantee, or of his resignation, refusal or failure to act, then Sharon L. Kiss of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting second successor, Karen Murphy is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the Grantor this 1<sup>st</sup> day of January, 2020.

  
MICHAEL KISS

  
KRISTIN KISS

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STATE OF ILLINOIS        )  
                                          ) SS.  
COUNTY OF KANE         )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do certify that MICHAEL KISS and KRISTIN KISS, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 1st day of JAN, 20 20



*[Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC (SEAL)

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## NOTE

January 1, 2020  
[Date]

Barrington Illinois  
[City] [State]

1017 S. Summit Street, Barrington, Illinois 60010  
[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that we have received, we promise to pay U.S. \$360,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is JOHN M. KISS 2010 LIVING TRUST or its assigns. We will make all payments under this Note in the form of cash, check or money order.

We understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. We will pay interest at a yearly rate of Three percent (3%).

The interest rate required by this Section 2 is the rate we will pay both before and after any default described in Section 6(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

We will pay principal and interest by making a payment every month.

We will make my monthly payment on the 1st day of each month beginning on February 1, 2020. We will make these payments every month until we have paid all of the principal and interest and any other charges described below that we may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on January 1, 2040, we still owe amounts under this Note, we will pay those amounts in full on that date, which is called the "Maturity Date."

We will make my monthly payments at 20 Pembury Way, South Barrington, Illinois (60010) or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

Our monthly payment will be in the amount of U.S. \$1,996.55

### 4. BORROWER'S RIGHT TO PREPAY

We 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 we make a Prepayment, we will tell the Note Holder in writing that we are doing so. We may not designate a payment as a Prepayment if we have not made all the monthly payments due under the Note.

We may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use our Prepayments to reduce the amount of Principal that we owe under this Note. However, the Note Holder may apply our Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying our Prepayment to reduce the Principal amount of the Note. If we make a partial Prepayment, there will be no changes in the due date or in the amount of our monthly payment unless the Note Holder agrees in writing to those changes.

### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this 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 us which exceeded permitted limits will be refunded to us. The Note Holder may choose to make this refund by reducing the Principal we owe under this Note or by making a direct payment to us. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

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## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of ten (10) calendar days after the date it is due, we will pay a late charge to the Note Holder. The amount of the charge will be 6% of our overdue payment of principal and interest. We will pay this late charge promptly but only once on each late payment.

### (B) Default

If we do not pay the full amount of each monthly payment on the date it is due, we will be in default.

### (C) Notice of Default

If we are in default, the Note Holder may send us a written notice telling us that if we do not pay the overdue amount by a certain date, the Note Holder may require us to pay immediately the full amount of Principal which has not been paid and all the interest that we owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to us or delivered by other means.

### (D) No Waiver By Note Holder

Even if, at a time when we are in default, the Note Holder does not require us to pay immediately in full as described above, the Note Holder will still have the right to do so if we are in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required us to pay immediately in full as described above, the Note Holder will have the right to be paid back by us for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to us under this Note will be given by delivering it or by mailing it by first class mail to us at the Property Address above or at a different address if we give the Note Holder a notice of our different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if we are given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

We and any other person who has obligations under this Note waives the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

## 10. UNIFORM SECURED NOTE

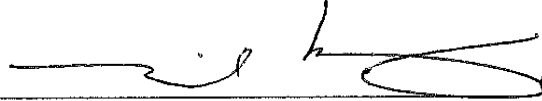
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated the same date as this Note, protects the Note Holder from possible losses which might result if we do not keep the promises which we make in this Note. That Security Instrument describes how and under what conditions we may be required to make immediate payment in full of all amounts we owe under this Note. Some of those conditions are described as follows:

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) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

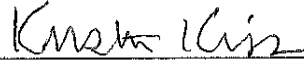
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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)

MICHAEL KISS- Borrower

 (Seal)

KRISTIN KISS- Borrower

[Sign Original Only]

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