## Illinois Anti-Predatory **Lending Database Program**

**Certificate of Exemption** 



Report Mortgage Fraud 844-768-1713



Doc# 2101417087 Fee ≴93.00

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

KAREN A. YARBROUGH COOK COUNTY CLERK

DATE: 01/14/2021 01:31 PM PG: 1 OF 3

The property identified as:

PIN: 30-17-401-015-0000

Address:

Street:

16 Mason St

Street line 2:

City: Calumet City

**ZIP Code: 60409** 

Lender: Brighton Management Systems Retirement Plan 1 n'st

Borrower: EJ & R Investments, LLC - Coleman

Loan / Mortgage Amount: \$30,000.00

My Clork's This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seg, because the application was taken by an exempt entity.

**Certificate number:** E02E2189-53A5-4EF7-9E87-526091372DBA

Execution date: 9/3

# UNOFFICIAL COPY

This Mortgage Deed hereinafter termed as the "Mortgage" is made and effective on September 1, 2020.

#### BETWEEN:

EJ & R Investments, LLC - Coleman, hereinafter termed as the "Borrower", having an address at 7319 Colony Lane 1E, Frankfort, IL 60423.

#### AND:

Brighton Management Systems Retirement Plan Trust, hereinafter termed as the "Lender", having an address at 5245 Blodgett Ave, Downers Grove, IL 60515.

#### **RECITALS:**

This Mortgage is given by Borrower to Lender, which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of Thirty Thousand Dollars (\$30,000) together with interest thereon computed on the outstanding balance, all as provided in a Promissory Note having the same date as this Mortgage, and also to secure the renformance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

In consideration of the loan made by Leruer to Borrower and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, with MORTGAGE COVENANTS, the mortgaged property and all the improvements and fixtures now and hereafter a part thereof, described in "Exhibit A" (hereinafter "Mortgaged Property") attached hereto and made a part hereof,

Borrower further covenants and agrees that:

- 1. 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 property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.
- 2. As additional security hereunder, Borrower hereby assigns to Lencer, Borrower's rents of the Mortgaged Property, and upon default the same may be collected without the necessity of making entry upon the Mortgaged Property.
- 3. In the event that any condition of this Mortgage shall be in default for Sixty (60), days, 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.
- 4. In the event that the Borrower transfers either legal or equitable ownership 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.
- 5. 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.
- 6. Borrower shall maintain adequate insurance on the Mortgaged Property in amounts and form of coverage acceptable to Lender and the Lender shall be a named insured as its interest may appear.

RIP, 1

7. Borröwer further covenants and warrants to Lender that Borrower is indefeasibly seized of said Mortgaged Property in fee simple; that Borrower has lawful authority to mortgage said Mortgaged Property and that said Mortgaged Property is free and clear of all encumbrances except as may be expressly contained herein.

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 the State of IL.

Prepared by and Mail to: Randy Pertler, 7319 Colony Lane, IE, Frankfort, IL 60423 Exhibit A

### LEGAL DESCRIPTION OF THE MORTGAGED PROPERTY

THE WEST 37 1/2 FEET OF LOT 9 IN BLOCK 3 IN WEST HOMEWOOD ADDITION OF NAMMOND, A SUBDIVISION OF PART OF THE EAST FRACTIONAL SECTION 17. TOWNSHIP 36 WORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREUF RECORDED JANUARY 15, 1912, IN SUCK 1112 OF PLATS, PAGE 48 AS DOCUMENT 4987497, COOK COUNTY, ILLINOIS. LOT B (EXCEPT THE WEST 25 FEET THEREOF) BLOCK 3 IN THE WEST HOMEWOOD ADDITION TO CITY OF HAMMOND A PART OF THE EAST 1/2 FRACTIONAL SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS COMMENCING AT A POINT ON EAST LINE 826.55 FEET NORTH OF SOUTHEAST CORNER THENCE MORTH 2552 FEET TO SOUTHEAST CORNER OF WEST KAMMOND SUBDIVISION, THENCE WEST 373.3 FEET, THENCE SOUTH 2552 FEET TO A POINT 369.1 FEET WEST OF

STATE OF Thinks COUNTY OF Will

On 31 August 2020 before me, Marissa (Machen personally appeared Randy Pertler personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the increase work calls bear.

WITNESS my hand and official seal. Signature: Marssa C Machen

ID Produced: P634-725-9353

(Seal)

Marissa C. Machen

Notary Public, State of Illinois