Illinois Anti-Predatory NOFFICIAL COPY

Lending Database Program

Certificate of Exemption



Report Mortgage Fraud 844-768-1713



Doc# 2220122027 Fee \$88,00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/20/2022 02:18 PM PG: 1 OF 8

The property identified as:

PIN: 02-26-100-037-0000

Address:

Street:

880 S Insignia Ct.

Street line 2:

City: Palatine

Lender: Amy M. Lee

Borrower: Chad S. Hayes and Geovanna Hayes

Loan / Mortgage Amount: \$150,000.00

State: IL O This property is located within the program area and the transaction is exempt from the requirer lents of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity or person.

Certificate number: 0120A792-A9FD-4582-8AC1-B828DAB8D9A1

Execution date: 7/12/2022

2220122027 Page: 2 of 8

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LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated this 12th day of July, 2022

BETWEEN:

Amy M. Lee of 10349 Marlou Dr., Munster, IN 46321 (the "Lender")

OF THE FIRST PART

AND

Open ves Chad S. Hayes of 830 S. Insignia Ct., Palatine IL 60067 and Geovanna Hayes of 880 S Insignia Ct., Palatine IL 60067 (collectively and individually the "Borrower")

OF THE SECOND PART

IN CONSIDERATION OF the Lender loaning certain monies (are "Loan") to the Borrower, and the Borrower repaying the Loan to the Lender, the parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

Loan Amount & Interest

- The Lender promises to loan \$150,000.00 USD to the Borrower and the Borrower promises to 1. repay this principal amount to the Lender, with interest payable on the unpaid principal at the rate of 4.80 percent per annum, calculated yearly not in advance, beginning on August 1, 2022.
- 2. The individual Borrowers are jointly and severally liable to the Lender for the full principal amount, plus the applicable interest.

Prepared by Chalf. Hayes
MAIL TO Chalf. Hayes Ct. Palatine 12 60067

Page 1 of 6

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Payment

- 3. This Loan is repayable within 30 day(s) of the Lender providing the Borrower with written notice of demand.
- 4. At any time while not in default under this Agreement, the Borrower may make lump sum payments or pay the outstanding balance then owing under this Agreement to the Lender without further bonus or penalty.

Default

- 5. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.
- 6. If the Borrower defaults in payment as required under this Agreement or after demand for ten (10) days, the Security will be immediately provided to the Lender and the Lender is granted all rights of repossession as a secured party.

Extra Clause

7. first 90 days no interest no payments. After that \$300 monthly until the sale of 880 S Insignia Ct. which provides funds to settle loan.

Security

- 8. This Loan is secured by the following security (the "Security"): 880 S Insignia Ct., Palatine IL 60067. PIN# 02-26-100-037-0000
- 9. The Borrower grants to the Lender a security interest in the Security until this Loan is paid in full. The Lender will be listed as a lender on the title of the Security whether or not the Lender elects to perfect the security interest in the Security. The Borrower will do everything necessary to assist the Lender in perfecting its security interest.

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Governing Law

This Agreement will be construed in accordance with and governed by the laws of the State of 10. Indiana.

Costs

11. The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Agreement as a result of any default by the Borrower and such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.

Binding Effect

12. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors. administrators, successors and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

Amendments

This Agreement may only be amended or modified by a written instrument executed by both the 13. Borrower and the Lender. C/6/4,

Severability

The clauses and paragraphs contained in this Agreement are intended to be read and construed 14. independently of each other. If any term, covenant, condition or provision of aris Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

General Provisions

15. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa.

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Words in the masculine mean and include the feminine and vice versa.

Entire Agreement

16. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties have duly affixed their signatures on this 12th day of July, 2022.

SIGNED, SEALED, AND DELIVERED this 12th day of July, 2022.

Amy M. Lee

SIGNED, SEALED, AND DELIVERED this 12th day of July, 2022.

Chad S. Hayes

Geovanna Hayes

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NOTARY ACKNOWLEDGMENT - LENDER

STATE OF INDIANA
COUNTY OF Lake
Before me, a Notary Public for
Cynthin a Dohnwed Notary Public
Cynthia a. Schored (print name)
CYNTHIA A. SCHMIED Commission Rumber 0843098 My Commission Expires March 21, 2029

2220122027 Page: 7 of 8

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NOTARY ACKNOWLEDGMENT - BORROWER

STATE OF INDIANA
COUNTY OF Lake
Before me, a Notary Public for
Chad S. Hayes and Geovanna Hayes, and acknowledged the execution of this instrument this 12th day
of July, 2022.
Lynthia a Samuel Notary Public
Cynthia a Schmied
(print name)
My commission expires: March 21, 2021
My commission expires: March 21, 2021 CYNTHIA A. SCHMIED Commission Number 0643098 My Commission Expires March 21, 2029
7

2220122027 Page: 8 of 8

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Office of the Cook County Clerk

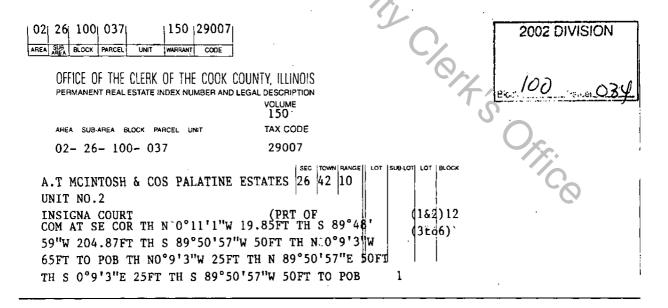
Map Department Legal Description Records

P.I.N. Number: 02261000370000

The legal description card(s) bolow is prepared in a format used for official county record-keeping, and can be used by the Cook County Recorder's Office to access their tract books.

If you need assistance interpreting this description, please obtain a copy of out instruction sheet "How to Read a Legal Description Card", available from the counter clerk or at our website www.cookcountyclerk.com

Please verify the Property Identification Number or P.I.N. (also known as the "Permanent Real Estate Index Number). If this is not the item you requested, please notify the clerk.



Page: 1 of 1