# JNOFFICIAL COP

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

Certificate of Exemption



Report Mortgage Fraud 844-768-1713

Doc#. 2225928073 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 09/16/2022 10:15 AM Pg: 1 of 3

The property identified as:

PIN: 29-07-132-050-0000

STC 1780735 20

Address:

Street:

14528 Hoyne Ave

Street line 2:

City: Dixmoor

**ZIP Code: 60426** 

Lender: "The Thomas M. & Linda I. Doyle Trust"

Borrower: EJ & R Investments, LLC #5

Loan / Mortgage Amount: \$130,000.00

Cottonity Clert's This property is located within the program area and is exempt from the requirements of 765 ILCS 7/170 et seq. because it is not owner-occupied.

> STEWART TITLE 700 E. Diehl Road, Suite 180 Naperville, IL 60563

Certificate number: 3E0ABBFC-3566-45DC-837D-0B3EC2002BAF

Execution date: 8/30/2022

# **UNOFFICIAL COPY**

### **MORTGAGE DEED**

This Mortgage Deed hereinafter termed as the "Mortgage" is made and effective on August 30, 2022.

#### BETWEEN:

EJ & R Investments, LLC #5, hereinafter termed as the "Borrower", having an address at 7319 Colony Lane, 1E, Frankfort, IL 60423.

### AND:

"The Thomas M. & Linda I. Doyle Trust", hereinafter termed as the "Lender", having an address at 1173 Inverness Dr., St. Augustine, FL 32092.

## **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 One Dundred Thirty Thousand Dollars (\$130,000) 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 performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

In consideration of the loan made by Lender 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. No superior mortgage or the note secured by it will be modified without the consent of Lender hereunder.
- 2. 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.
- 3. As additional security hereunder, Borrower hereby assigns to Lender, 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.
- 4. In the event that any condition of this Mortgage or any senior mortgage shall be in default for thirty (30) 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.
- 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.
- 6. 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.
- 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.

# **UNOFFICIAL COPY**

- 8. Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the Mortgaged Property.
- 9. Borrower 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.

### **Exhibit A**

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LUZUL	2	~110	IVII.

Lots 14 and 15 in Block 212 in Fig. ev, a Subdivision of part of the East Half of the Northwest Quarter of Section 7, Township 36 North, Range 14 East of the Third Principal Maridian South of the Indian Boundary Line and South of the Chicago and Grand Trunk Railroad, in

Cook County, Illinois.	
Property Index Number:	29-07-132-050-0000
Also commonly known as:	14528 Hoyne Av. Dixmoor, IL 6042\$(g
IN WITNESS WHEREOF, BO	prrower executed this deed on Argust 29, 2022.
Prepared by: Randy Pertier, 731 8 mail to A BORROWER:	9 Colony Lane, 1E, Frankfort, T. 60423
Randy Pertler	
EJ&R Investments, LLC #5 – N	Ianaging Member
ACKNOWLEDGMENT STATE OF HIMOUS COUNTY OF WILL	

On August 29, 201 before me, Lauren Schwankepersonally 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 instrument.

WITNESS my hand and official seal.

Signature: MM ACA

ID Produced: Driver's Licence P634-7325-9352

(Seal)

LAUREN SCHWANBECK Official Seal Notary Public - State of Illinois My Commission Expires Dec 29, 2024

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