



Doc#: 0600527090 Fee: \$42.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/05/2008 11:28 AM Pg: 1 of 10

AFFIDAVIT FOR CERTIFICATION BY PARTY NOT AN ORIGINAL DOCUMENT

STATE OF ILLINOIS

Cook COUNTY

I, (print name) Josh Tava, being duly sworn, state that I have access to the copies of the attached document(s) (state type(s) of documents) Mortgage

as executed by (name of party) Essa J. Razek

My relationship to the document(s) is (ex. - Title company, agent, attorney) Title Company

I state under oath that the original of this document is lost, or not in possession of the party needing to record same. To the best of my knowledge, the original document was not intentionally destroyed or in any manner disposed of for the purpose of introducing a copy thereof in place of the original.

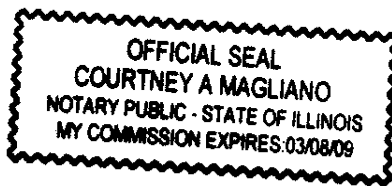
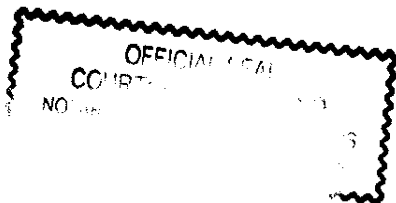
Affiant has personal knowledge that the foregoing statements are true.

Signature

Date

Subscribed and sworn to before me this 29 day of December, 2005.

Notary Public



UNOFFICIAL COPY



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STATE OF ILLINOIS

Cook COUNTY

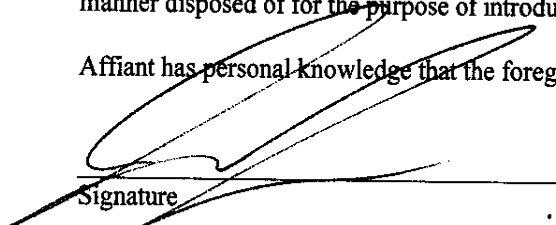
I, (print name) José Jara, being duly sworn, state that I have access to the copies of the attached document(s) (state type(s) of documents) Mortgage

as executed by (name of party) Essa I. Radek

My relationship to the document(s) is (ex. Title company, agent, attorney) Title Company

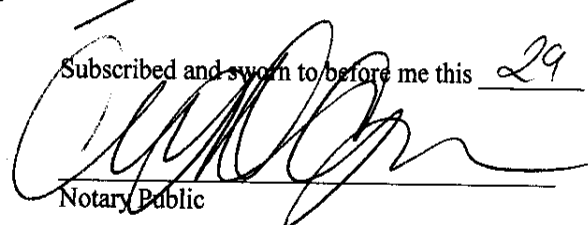
I state under oath that the original of this document is lost, or not in possession of the party needing to record same. To the best of my knowledge, the original document was not intentionally destroyed or in any manner disposed of for the purpose of introducing a copy thereof in place of the original.

Affiant has personal knowledge that the foregoing statements are true.

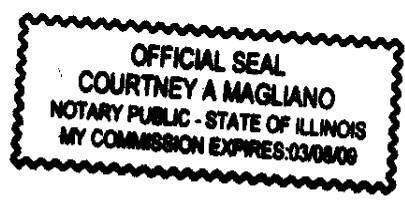
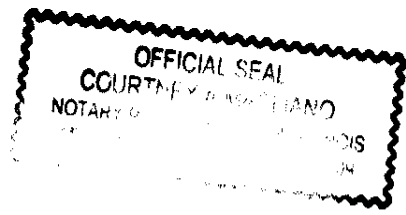
  
Signature

12/29/05  
Date

Subscribed and sworn to before me this 29 day of December, 2005.

  
Notary Public

RECEIVED IN BAD CONDITION







# UNOFFICIAL COPY

**5. Preservation, Maintenance and Protection of the Property; Leaseholds.** You shall not destroy, damage or substantially change the Property, or allow the Property to deteriorate, or commit waste. You shall be in default if any forfeiture or proceeding, whether civil or criminal, is begun that in our good faith judgment could result in foreclosure of the Property or materially impair the lien created by this Mortgage or our security interest, as provided in Section 17, by causing the action or proceeding to be brought, or if, in our good faith determination, precludes forfeiture of your interest in the Property of the lien created by this Mortgage or our security interest. You shall be in default if, during the loan application process, you gave materially false or inaccurate information to provide us with any material information) in connection with this Mortgage, including, but not limited to, representations concerning your occupancy of the Property. If this Mortgage is on a leasehold, you shall comply with the terms of the leasehold and fee title shall not merge unless we agree in writing.

**6. Protection of Our Rights in the Property; Mortgage Covenants.** We may, at any time, enforce the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, foreclosure or to enforce laws or regulations), then we may do, and pay for, all reasonable costs, including attorney's fees, to protect the Property's value and our rights in the Property. Our actions may include the recording of a lien which has priority over this Mortgage or any advance under this Mortgage, appearing in court, paying reasonable attorney's fees, paying any taxes or assessments under this Mortgage and entering on the Property to make repairs. We are permitted to take under this paragraph. Any amounts we pay under this paragraph shall become additional debts you owe us and shall be secured by this Mortgage. We may, at any time, require you to pay from the disbursement date at the rate established under the Agreement any additional debts you owe us and shall be secured by this Mortgage upon our request. If we required mortgage insurance as a condition of this Mortgage, you shall pay the premiums for such insurance until the insurance terminates.

**7. Inspection.** We may enter and inspect the Property at any time upon reasonable notice.

**8. Condemnation.** The proceeds of any award for damages in connection with any condemnation or other taking of any part of the Property, or the proceeds of any condemnation, are hereby assigned and shall be paid to us. If the condemnor offers to make an award or settlement, we shall give you notice by us to you that the condemnor offers to make an award or settlement. If you do not respond to us within 30 days after the date the notice is given, we shall have the right to accept the award or settlement, at our option, either to restoration or repair of the Property. The proceeds, at our option, either to restoration or repair of the Property, shall be paid to us, whether or not then due. Unless we and you otherwise agree, the proceeds to principal shall not extend or postpone the due date of the payments under this Mortgage and Section 1 or change the amount of such payments.

**9. You Are Not Released; Forbearance by Us Not a Waiver.** Our failure to enforce or modification of amortization of the sums secured by this Mortgage shall not constitute a release of your successors in interest shall not operate to release your liability or our right to enforce this Mortgage. We shall not be required to commence proceedings against you or your successors in interest, refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage because of any demand made by you or your successors in interest. Our forbearance in exercising any right or remedy shall not waive or preclude the exercise of any right or remedy.

**10. Assignment of Loan Application; Foreclosure.** We may, at any time, allow the Property to be sold, whether civil or criminal, is begun that in our good faith judgment could result in foreclosure of the Property or materially impair the lien created by this Mortgage or our security interest, as provided in Section 17, by causing the action or proceeding to be brought, or if, in our good faith determination, precludes forfeiture of your interest in the Property of the lien created by this Mortgage or our security interest. You shall be in default if, during the loan application process, you gave materially false or inaccurate information to provide us with any material information) in connection with this Mortgage, including, but not limited to, representations concerning your occupancy of the Property. If this Mortgage is on a leasehold, you shall comply with the terms of the leasehold and fee title shall not merge unless we agree in writing.

We may, at any time, enforce the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, foreclosure or to enforce laws or regulations), then we may do, and pay for, all reasonable costs, including attorney's fees, to protect the Property's value and our rights in the Property. Our actions may include the recording of a lien which has priority over this Mortgage or any advance under this Mortgage, appearing in court, paying reasonable attorney's fees, paying any taxes or assessments under this Mortgage and entering on the Property to make repairs. We are permitted to take under this paragraph. Any amounts we pay under this paragraph shall become additional debts you owe us and shall be secured by this Mortgage. We may, at any time, require you to pay from the disbursement date at the rate established under the Agreement any additional debts you owe us and shall be secured by this Mortgage upon our request. If we required mortgage insurance as a condition of this Mortgage, you shall pay the premiums for such insurance until the insurance terminates.

We may enter and inspect the Property at any time upon reasonable notice.

The proceeds of any award for damages in connection with any condemnation or other taking of any part of the Property, or the proceeds of any condemnation, are hereby assigned and shall be paid to us. If the condemnor offers to make an award or settlement, we shall give you notice by us to you that the condemnor offers to make an award or settlement. If you do not respond to us within 30 days after the date the notice is given, we shall have the right to accept the award or settlement, at our option, either to restoration or repair of the Property. The proceeds, at our option, either to restoration or repair of the Property, shall be paid to us, whether or not then due. Unless we and you otherwise agree, the proceeds to principal shall not extend or postpone the due date of the payments under this Mortgage and Section 1 or change the amount of such payments.

Our failure to enforce or modification of amortization of the sums secured by this Mortgage shall not constitute a release of your successors in interest shall not operate to release your liability or our right to enforce this Mortgage. We shall not be required to commence proceedings against you or your successors in interest, refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage because of any demand made by you or your successors in interest. Our forbearance in exercising any right or remedy shall not waive or preclude the exercise of any right or remedy.

*R M.R*

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10. **Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements of this Mortgage shall bind and benefit your successors, assigns, heirs, and estate. The covenants and agreements shall be joint and several. Anyone who executes the Agreement: (a) is co-signing this Mortgage only to mortgage interest in the Property; (b) is not personally obligated to pay the Agreement or other sums secured by this Mortgage; and (c) agrees that we and our successors, assigns, heirs, and estate may agree to extend, modify, forbear or make any accommodations in connection with the Agreement without such person's consent.

The covenants and agreements of this Mortgage shall bind and benefit your successors, assigns, heirs, and estate. The covenants and agreements shall be joint and several. Anyone who executes the Agreement: (a) is co-signing this Mortgage only to mortgage interest in the Property; (b) is not personally obligated to pay the Agreement or other sums secured by this Mortgage; and (c) agrees that we and our successors, assigns, heirs, and estate may agree to extend, modify, forbear or make any accommodations in connection with the Agreement without such person's consent.

11. **Loan Charges.** If the loan secured by this Mortgage is not subject to a state usury law, or if the applicable state usury law is finally interpreted so that the interest or other charges collected in connection with the loan exceed the permitted limits, then the interest or other charges reduced by the amount necessary to reduce the charge to the permitted limits will be refunded to you. If the interest or other charges collected from you which exceed permitted limits will be refunded to you by reducing the principal owed under the Agreement or by making a cash refund, the refund reduces principal. The reduction will be treated as a partial prepayment of principal without any prepayment penalty.

If the loan secured by this Mortgage is not subject to a state usury law, or if the applicable state usury law is finally interpreted so that the interest or other charges collected in connection with the loan exceed the permitted limits, then the interest or other charges reduced by the amount necessary to reduce the charge to the permitted limits will be refunded to you. If the interest or other charges collected from you which exceed permitted limits will be refunded to you by reducing the principal owed under the Agreement or by making a cash refund, the refund reduces principal. The reduction will be treated as a partial prepayment of principal without any prepayment penalty.

12. **Notices.** Unless otherwise required by law, any notice to you shall be delivered or mailed by first class mail to the Property Address designated in the Agreement by notice to us. Unless otherwise required by law, any notice to us shall be delivered or mailed by first class mail to the address stated above or any other address we designate by notice to you. Any notice to you or us in connection with this Mortgage shall be deemed to have been given to you or us when provided to the address designated in the Agreement.

Unless otherwise required by law, any notice to you shall be delivered or mailed by first class mail to the Property Address designated in the Agreement by notice to us. Unless otherwise required by law, any notice to us shall be delivered or mailed by first class mail to the address stated above or any other address we designate by notice to you. Any notice to you or us in connection with this Mortgage shall be deemed to have been given to you or us when provided to the address designated in the Agreement.

13. **Governing Law; Severability.** The interpretation and construction of this Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Agreement are declared to be severable.

The interpretation and construction of this Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Agreement are declared to be severable.

14. **Transfer of the Property.** If all or any part of the Property is transferred without our prior written consent, we may, at our option, require the transferee to pay to us all sums secured by this Mortgage. However, this option shall be prohibited by federal law as of the date of this Mortgage.

If all or any part of the Property is transferred without our prior written consent, we may, at our option, require the transferee to pay to us all sums secured by this Mortgage. However, this option shall be prohibited by federal law as of the date of this Mortgage.

15. **Sale of Agreement; Change of Loan Servicer.** The Agreement (together with this Mortgage) may be sold one or more times. Such sale may result in a change in the entity (known as the "Loan Servicer") to whom payments are due under the Agreement and this Mortgage. There also may be a change in the Loan Servicer unrelated to the sale of the Agreement. If there is a change in the Loan Servicer, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any information required by applicable law.

The Agreement (together with this Mortgage) may be sold one or more times. Such sale may result in a change in the entity (known as the "Loan Servicer") to whom payments are due under the Agreement and this Mortgage. There also may be a change in the Loan Servicer unrelated to the sale of the Agreement. If there is a change in the Loan Servicer, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any information required by applicable law.

*M.B.*





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21. **Waiver.** No waiver by us at any time of any term, provision or covenant of this Mortgage or in the note secured hereby shall be deemed to be or constitute a waiver of any other term, provision or covenant of this Mortgage or of the same term, provision or covenant at any time.

amount contained in this note or in any other term, provision or covenant of this Mortgage.

22. **Waiver of Homestead.** You waive all right of homestead in the property described in this Mortgage.

Property.

23. **Riders to this Mortgage.** If one or more riders are executed with this Mortgage, the covenants and agreements of each such rider shall amend and supplement the covenants and agreements of this Mortgage. All riders executed with this Mortgage shall be deemed to be part of this Mortgage.

and recorded together and shall be deemed to be incorporated into and shall be deemed to be part of this Mortgage.

- Condominium Rider
- 1-4 Family Rider
- Planned Unit Development Rider
- Other(s) (specify)

BY SIGNING BELOW, you accept and agree to the terms and covenants of this Mortgage and in any rider(s) executed by you and recorded with it.

in this Mortgage and

Signed, sealed and delivered in the presence of:

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

*ESSA I. RAZEK*  
ESSA I. RAZEK

*MINAR RAZEK*  
MINAR RAZEK



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## ACKNOWLEDGMENT

STATE OF ILLINOIS,

County of COOK

)  
) ss.  
)

I ESPERANZA CARRILLO a Notary Public in and for the State of Illinois do hereby certify that ESSA I. RAZEK, is personally known to me to be the same person who subscribed to the foregoing instrument, appeared before me this day of \_\_\_\_\_, 2005, [he/she/they] signed and delivered the said instrument as [his/her/their] free and voluntary act, for the uses and purposes therein set forth.

and state, do hereby certify that those name(s) [is/are] the same person who subscribed to the foregoing instrument, appeared before me this day of \_\_\_\_\_, 2005, and acknowledged that [he/she/they] signed and delivered the said instrument as [his/her/their] free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 8 day of \_\_\_\_\_, 2005.



Esperanza Carrillo  
Notary Public, \_\_\_\_\_  
County, Illinois, \_\_\_\_\_  
My Commission expires \_\_\_\_\_

2005  
ESSA I. RAZEK  
CARRILLO  
\_\_\_\_\_  
\_\_\_\_\_

[SEAL]

Notary Public M.R.

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## LEGAL DESCRIPTION

Lot 18 in Gallagher and Henry's Tinley Meadows Unit Number 001,  
the Northwest Quarter of Section 24, Township 36 North, Range 14  
Cook County, Illinois.

Division of part of the West Half of  
Third Principal Meridian, in

COMMONLY KNOWN AS: 16106 Princeton Lane Tinley Park, IL

PARCEL ID #: 27-24-112-018-0000

Property of Cook County Clerk's Office