

Doc#: 0600527090 Fee: \$42.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 01/05/2006 11:28 AM Pg: 1 of 10

AFFIDAVIT FOR CERTIFICATION BY PARTY NOT AN ORIGINAL DOCUMENT

STATE OF ILLINOIS
Cook COUNTY
I, (print name) Josef Jove 700, being duly sworn, state that I have access to the copies
of the attached docor unt(s) (state type(s) of documents) Mor/zas e
as executed by (name of party, Fosa I. Razek
My relationship to the document(s) is (ex Tile company, agent, attorney)
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 2005 .
Notary Public
OFFICIAL SEAL COURTNEY A MAGLIANO
NOTARY PUBLIC - STATE OF ILLINOIS

MY COMMISSION EXPIRES:03/08/09

600527090 Page: 2 of 10

UNOFFICIAL COMMISSION OF THE PROPERTY OF THE P

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STATE OF ILLINOIS
Cook COUNTY
I, (print nam.) Jos? Joa zo, being duly sworn, state that I have access to the copies
of the attached document(s) (state type(s) of documents) mortzase
as executed by (name of party) Essa I. Razek
<u>C</u>
My relationship to the document(s) is (ex. Title company, agent, attorney)
I state under oath that the original of this document is lost, cannot 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 Sumbu .2005.
Notary Public RECEIVED IN COLUMN
Notary Public RECEIVED IN BAD COMDITION
OFFICIAL SEAL COURTING A MAGLIANO NOTARY OF THE MOST HAND NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:030800
" Was a second

0600527090 Page: 3 of 10

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SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HELE

..... PURPOSES

which has the address of 15106 PRINCETON AVENUE
TINLEY PARK
Illinois 6047

easements, rights, appurtenances, and fixtures now or hereafter a pan and additions shall also be covered by this Mortgage. All of the forest as the "Property." Borrower understands and agrees that MERS granted by Borrower in this Security Instrument, but, if necessary to a case nominee for Lender and Lender's successors and assigns) has the interests, including, but not limited to, the right to foreclose and self-required of Lender including, but not limited to, recessing and canceling

YOU COVENANT that you are lawfully seized of the estate had mortgage, grant and convey the Property and that the Property is uncluded frecord. You warrant and will defend generally the title to the Property subject to any encumbrances of record.

YOU AND WE covenant and agree as follows:

- and interest owing under the Agreement and all other charges. Agreement.
- 2. Application of Payments. Unless applicable law provided us under the Agreement and Section 1 shall be applied by us as provided.
- 3. Prior Mortgages; Charges; Liens. You shall perform all mortgage, deed of trust or other security instruments with a lien which including your covenants to make payments when due. You shall put fines and impositions attributable to the Property which may attributed payments or ground rents, if any. Upon our request, you shall of amounts to be paid under this paragraph and receipts evidencing and You shall promptly discharge any lien (other than a lien disclosed for a report we obtained) which has priority over this Mortgage.

dress");

he property, and all city. All replacements at to in this Mortgage at title to the interests taw or custom, MERS and to take any action anstrument.

and have the right to opt for encumbrances omims and demands,

due the principal of ad due under the

payments received by ment.

abligations under any by over this Mortgage, all essessments, charges, and tanish to us all notices at you make directly.

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B. M.R.

We specifically reserve to ourselves and our successors and assignmentice, that you pay to us on the day monthly payments are due an authorized the yearly taxes, and assessments (including condominium and plannary) which may attain priority over this Mortgage and ground the one-twelfth (1/12) of yearly premium installments for hazard and reasonably estimate initially and from time to time, as allowed by and be

Hazard Insurance. You shall keep the Property insured against the the term "extended coverage" and any other hazards, including floors, insurance. This insurance shall be maintained in the amounts and its may choose any insurer reasonably acceptable to us. Insurance policies to us and shall include a standard mortgagee clause. If we require, year of paid premiums and renewal notices. Unless you provide us with required by your agreement with us, we may purchase insurance at your the Property in accordance with the provisions in Section 6. This is your interests. You understand and agree that any coverage we put the Property and may not cover your interest in the Property or a coverage that we purch se may not pay any claim that you make or a.r. connection with the Preperty. You may later cancel any insurance providing us with evidence (nat you have obtained insurance as repurchase insurance for the Property you will be responsible for the interest and any other charges we may impose in connection with the pl effective date of the cancellation or expira ion of the insurance. The to your total outstanding balance or obligation. The costs of the inside insurance you may be able to obtain on your own.

You shall promptly notify the insurer and us of any loss. We man

We may also, at our option and on your behalf, adjust and compromissive releases or acquittances to the insurance company in conaction we collect and receive insurance proceeds. You appoint us as your foregoing, which appointment you understand and agree is irrevocal power of substitution and shall not be affected by your subsequent disable.

Insurance proceeds shall be applied to restore or repair the Property economically feasible and our security would not be lessened. Other applied to sums secured by this Mortgage, whether or not then due abandon the Property, or do not answer within 30 days our notice of settle a claim, then we may collect and use the proceeds to repair or a secured by this Mortgage, whether or not then due. The 30-day per secured by this Mortgage, whether or not then due. The 30-day per secured by this Mortgage, whether or not then due. The 30-day per secured by application of proceeds to principal shall not require us to extend a payments or change the amount of monthly payments. If we accordiolowing your default, your right to any insurance proceeds resulting to the acquisition shall pass to us to the extent of the sums secured by the

You shall not permit any condition to exist on the Property which insurance coverage on the Property.

aght to require, upon one-twelfth (1/12) of pment assessments, if coperty, if any, plus maurance, all as we with applicable law.

seards included within for which we require that we require. You and shall be acceptable my give us all receipts ar insurance coverage antect our interests in but need not, protect only our interest in property therein. The a made against you in by us, but only after agreement. If we a insurance, including ic insurance, until the saturnce may be added more than the cost of

loss if you do not

a onder the insurance, ment of any claim and act to do all of the dran interest with full spetence.

paid to you. If you maurer has offered to mently or to pay sums when notice is given. The date of monthly at a forced sale to the Property prior unmediately prior to

v way, invalidate the

- Leaseholds. You shall not destroy, damage or substantially change of deteriorate, or commit waste. You shall be in default if any forfeithire or criminal, is begun that in our good faith judgment could result in force 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 to good faith determination, precludes forfeiture of your interest in the Property of the lien created by this Mortgage or our security interest. You should be loan application process, gave materially false or inaccurate information provide us with any material information) in connection with the including, but not limited to, representations concerning your occupatesidence. If this Mortgage is on a leasehold, you shall comply with the Property, the leasehold and fee title shall not merge unless we agree
- 6. Protection of Our Rights in the Property; Mortgage 1 covenants and agreements contained in this Mortgage, or there is a logar affect our rights in the Property (such as a proceeding in bankreph forfeiture or to enforce lows or regulations), then we may do, and part the Property's value and our rights in the Property. Our actions may be a lien which has priority over this Mortgage or any advance unappearing in court, paying reasonable attorney's fees, paying any under this Mortgage and entering on the Property to make repairs. We are permitted to take under this paragrach. Any amounts we preadditional debts you owe us and shall be secured by this Mortgage from the disbursement date at the rate established under the Agreement upon our request. If we required mortgage instrance as a conditional Mortgage, you shall pay the premiums for such instrance until an insurance terminates.
- 7. **Inspection.** We may enter and inspect the Property at any notice.
- 8. Condemnation. The proceeds of any award for deconnection with any condemnation or other taking of any part of the Proceedings of the Proceeding
- 9. You Are Not Released; Forbearance by Us Not a Waiver modification of amortization of the sums secured by this Mortgage successors in interest shall not operate to release your liability or interest. We shall not be required to commence proceedings against extend time for payment or otherwise modify amortization of the reason of any demand made by you or your successors in interest right or remedy shall not waive or preclude the exercise of any right or remedy.

Property or otherwise yeared ing that, in our material impairment default if you, during ments to us (or failed as by the Agreement, roperty as a principal you acquire fee title to writing.

that may significantly for condemnation or recessary to protect may sums secured by the or this Mortgage, at are required to pay to take any action we hard shall bear interest myable, with interest, loan secured by this requirement for the

and upon reasonable

consequential, in caveyance in lieu of bandoned, or if, after damages, you fail to collect and apply the ams secured by this ag, any application of the payable under the

of time for payment or y us to any of your av of your successors in that in interest, refuse to ad by this Mortgage by since in exercising any

R M.R

- agreements of this Mortgage shall bind and benefit your successive covenants and agreements shall be joint and several. Anyone who are execute the Agreement: (a) is co-signing this Mortgage only to mortgage interest in the Property; (b) is not personally obligated to pay the Agreement sums secured by this Mortgage; and (c) agrees that we and are may agree to extend, modify, forbear or make any accommodations are the Agreement without such person's consent.
- 11. Loan Charges. If the loan secured by this Mortgage is make loan charges, and that law is finally interpreted so that the interest or collected in connection with the loan exceed the permitted limits, then reduced by the amount necessary to reduce the charge to the permitted collected from you which exceed permitted limits will be refunded to refund by reducing the principal owed under the Agreement or by make refund reduces principal the reduction will be treated as a partial procharge under the Agreement.
- 12. Notices. Unless otherwise required by law, any notice shall be delivered or mailed by first class mail to the Property Address by notice to us. Unless otherwise required by law, any notice to us our address stated above or any other address we designate by notice this Mortgage shall be deemed to have been given to you or us when the
- governing Law; Severability. The interpretation and can governed by the law of the jurisdiction in which the Preperty is local law. In the event that any provision or clause of this Mortgage or the law, such conflict shall not affect other provisions of this Mortgage or effect without the conflicting provision. To this end the provisions are declared to be severable.
- 14. Transfer of the Property. If all or any part of the I transferred without our prior written consent, we may, at our option, all sums secured by this Mortgage. However, this option shall prohibited by federal law as of the date of this Mortgage.
- Agreement (together with this Mortgage) may be sold one or more transale may result in a change in the entity (known as the "Loan Service due under the Agreement and this Mortgage. There also may be Servicer unrelated to the sale of the Agreement. If there is a change given written notice of the change as required by applicable law address of the new Loan Servicer and the address to which payments storontain any information required by applicable law.

The covenants and mitted assigns. Your Mortgage but does not convey such person's bigobligated to pay all assigns this Mortgage mass of this Mortgage

which sets maximum ages collected or to be h loan charge shall be (b) any sums already already already already already already already any great to you. If a althout any prepayment

for in this Mortgage address you designate a by first class mail to notice provided for in all in this paragraph.

ha. Mortgage shall be preempted by federal enflicts with applicable or which can be given and the Agreement

marest in it is sold or ac payment in full of thy us if exercise is

partial interest in the aior notice to you. A sits monthly payments a changes of the Loan Servicer, you will be will state the name and The notice will also

- Hazardous Substances. You shall not cause or permior release of any Hazardous Substances on or in the Property. You at do, anything affecting the Property that is in violation of any Envir sentences shall not apply to the presence, use, or storage on the quantities that are generally recognized to be appropriate to normal new the Property. You shall promptly give us written notice of any invent other action by any governmental or regulatory agency or private pair Hazardous Substance or Environmental Law of which you have acronotified by any government or regulatory authority, that any remove Hazardous Substance affecting the Property is necessary, you shall property is necessary, you shall property is necessary. actions in accordance with Environmental Law. As used in this Mon. those substances defined as toxic or hazardous substances by Etc. 6 substances: garoline, kerosene, other flammable or toxic petrolem. herbicides, voictive colvents, materials containing asbestos or formalden used in this Mortgigo, "Environmental Law" means federal laws and Property is located that relate to health, safety or environmental protection
- Acceleration; kemedies. You will be in default if (1) any position or this Mortgage is not made when it is due; (2) we discover that you material misrepresentation in connection with the Agreement; or (any action that adversely affects our security for the Agreement or the security for the se a default occurs (other than under paragraph 14 hereof, unless applications) will give you notice specifying: (a) the default, (b) the action require less than 30 days from the date the notice it given to you, by which that failure to cure the default on or before the date specified in the the sums secured by this Mortgage, foreclosure by judicial proceeds notice shall further inform you of the right to reinstate after acceleraforeclosure proceeding the nonexistence of a default or any other defand foreclosure. If the default is not cured on or before the date specific. may declare all of the sums secured by this Mortgage to be immediately demand and may foreclose this Mortgage by judicial proceeding. proceeding all expenses of foreclosure, including, but not limited permitted by applicable law, but not to exceed 20% of the amount (which fees shall be allowed and paid as part of the decree of just evidence, abstracts and title reports.
- 18. Discontinuance of Enforcement. Notwithstanding our accepted Mortgage under the provisions of Section 17, we may, in our sole discovery we in our sole discretion determine, discontinue any proceedings in Mortgage.
- 19. Release. Upon your request and payment of all sum: release this Mortgage.
- 20. Additional Charges. You agree to pay reasonable charges with the servicing of this Ioan including, without limitation, the subordinations. Provided, however, that nothing contained in this service to create any duty or obligation by us to perform any to any such transaction or matter, except a release of the Morteur secured thereby.

The preceding two cardous Substances in and to maintenance of in demand, lawsuit or the Property and any of the Property and the Substances are any and the following toxic pesticides and the property and th

stred by the Agreement sifted fraud or made a action or fail to take as in the Property. If wikles otherwise), we infault; (c) a date, not and (d) sult in acceleration of of the Property. The eright to assert in the : have to acceleration ...ice, we, at our option, ayable without further Hed to collect in such ... attorneys' fees as principal and interest costs of documentary

cans secured by this on such conditions as some one terms of this

as Mortgage, we shall

by law in connection using tax searches and did to create and shall to execute or consent depayment of all sums

M.R

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21. Waiver. No waiver by us Mortgage or in the note secured hereby s provision or covenant or of the same term	at any time of any term, $p_E(x)$ hall be deemed to be or considerable, provision or covenant at any x	contained in this yer of any other term,
22. Waiver of Homestead. You w	aive all right of homestead and	· Property.
23. Riders to this Mortgage. If with this Mortgage, the covenants and a amend and supplement the covenants an Mortgage.	one or more riders are executing reements of each such rider of dagreements of this Mortgaga	and recorded together apporated into and shall ter(s) were part of this
□ Condominium Rider	□ 1-4 Family Rider	
☐ Planned Unit Development Rider	☐ Other(s) (specify)	
BY SIGNING BELOW, you accept and in any rider(s) executed by you and record	agree to the terms and cover- led with it.	an this Mortgage and
Signed, sealed and delivered in the p esend	ce of:	
	DSSA I. RAZEK	(Seal)
	MANHE PAR	(Seal)
		(Seal)

0600527090 Page: 9 of 10

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ereba er	ACKNOWLEDGMENT	
STATE OF ILLINOIS,)	
_) ss.	
County of COOK	į,	

a Notary Public in and iscertify that ESSA I. RAZEK, is personally known to me to be the same subscribed to the foregoing instrument, appeared before me this day [he/she/they] signed and delivered the said instrument as [his/]. uses and purposes therein set forth.

Given under my hand and official seal this

ESPERANZA CARRILLO NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/04/07 Coot County Clert's Office

Notary Public, County, Illinois. My Commission exper

of and state, do hereby shose name(s) [is/are] and acknowledged that voluntary act, for the

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A.R.

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LEGAL DESCRIP

Lot 18 in Gallagher and Henry's Tinley Meadows Unit Number 6. the Northwest Quarter of Section 24, Township 36 North, Range Cook County, Illinois.

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

COMMONLY KNOWN AS: 16106 Princeton Lane Tinley Park,

PAP. J. ID #: 27-24-112-018-0000

DE #: 2, COOK COUNTY CLERK'S OFFICE