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Doc#: 0611412063 Fee: \$90.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/24/2008 03:26 PM Pg: 1 of 13

[Space Above This Line For Recording Data] **MORTGAGE** MIN: 10007900000067714 AFTER RECORDING RETURN TO: NATIONS TITLE AGENCY OF MISSOURI, INC. 2 Cityplace Drive Suite 100 **DEFINITIONS** St. Louis, MO 63141 Words used in multiple sections of this decument are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16. (A) "Security Instrument" means this document, which is dated 2006 \_, together with all Riders to this document. (B) "Borrower" is Teresa Alfaro Borrower is the mortgagor under this Security Instrument. (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender's successors and assigns. MEFS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and har, ar address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. (D) "Lender" is American Lending Group, Inc. is a Corporation organized and existing under the law of the State of Lender's address is 22 Richmond Center Court Saint Peters, MO 6337 (E) "Note" means the promissory note signed by Borrower and dated April 6th 2006 . states that Borrower owes Lender One Hundred Eighty Thousand Two Hundred and 00/100 Dollars (U.S. \$180,200.00 plas interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2036 (F) "Property" means the property that is described below under the heading "Transfer o. Rights in the Property." (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and leave charges due under the Note, and all sums due under this Security Instrument, plus interest.

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Record As Is

(MERS)

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

CHI2212

12428.CV (8/02)



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(H) "Riders	s" means all Riders to this sorrower [check box as a	Security Instrument th	nat are executed by Bor	rowe	r. The following Ri	ders are to be
☐ Ad ☐ Ba	djustable Rate Rider alloon Rider	Condominium I Planned Unit D	evelopment Rider		Second Home Ride Other(s) [specify]	
(I) "Applicate administrative (J) "Commus imposed on B. (K) "Electre similar paper is oas to order, to, point-of-sæ automated cleate (L) "Escrow (M) "Miscel party (other the Property; ((iv) misrepress (N) "Mortg. (O) "Perio; any amounts u (P) "RESPA" Regulation X (or egulation than destriction "federally relate (Q) "Successes assumed Borrow TRANSFER (C) This Security I the Note; and (this purpose, I	de Law" means all controlles and orders (that have interested and insurance proceeds pail) condemnation or other entations of, or omissions of a law interested in the same state of the same st	Biweekly Paym  Artrolling applicable fe we the effect of law) as wees, and Assessments by a condominium assoneans any transfer of a ted through an electron ancial institution to de teller machine transac ms that are described ins any compensation, id under the coverages taking of all or any pai as to, the value and/o nsurance protecting Law curity Instrument. Attlement Procedures A they might be amender ect matter. As used in tagard to a "federally rel RESPA. wer" means any party t the Note and/or this So OPERTY  "er: (i) the repayment arroy er: covenants and orth age. grant and cor	ent Rider  deral, state and local well as all applicable firmans all dues, fees ciation, homeowners and terminal, telephonic terminal, telephonic terminal, telephonic transfers initiated in Section 3.  settlement, award of day described in Section 5.  ret of the Property; (iii) or condition of the Propender against the nonpount due for (i) princip ct (12 U.S.C. §2601 et al. from time to time, or an attend mortgage loan" of the hat has taken title to the curity Instrument.	statutinal, n, assessassocial sactice instruct. Succeed by amages of the saction	des, regulations, or on-appealable judices is and other collation or similar or on originated by chament, computer, or the term includes, but telephone, wire the ses, or proceeds paid (i) damage to, or dyance in lieu of control of or default on, and its implemential interest under the land its implemential or successes and its implemential or successes. The Loan does not overty, whether or not overty, whether or not our ity Instrument and mines for Lender and instrument and mines for Lender and one of the Loan does not our ity Instrument and mines for Lender and instrument and mines for Lender and one of the Loan does not our ity Instrument and mines for Lender and instrument and mines for Lender and one of the lander of the Loan does not be the lander of the Loan does not be the lander of	dinances and cial opinions. harges that are ganization. eck, draft, or magnetic tape t is not limited ransfers, and by any third estruction of, demnation; or the Loan. Note, plus (ii) ng regulation, or legislation requirements t qualify as a that party has odifications of the Note. For and Lender's
County	assigns) and to the suc of of ording Jurisdiction	Name of A cordin	:	ng des	scribed property lo	cated in the
Unit 3S in Sa land: Lots 1, 2 and West 277.6 of West 26.16 F Township 39 survey is atta	nta Maria Condominiu  3 Owner's Subdivision  f Lot 3 and West 277.6  eet of Lot 2) In James V  North, Range 13 East o  ched as Exibit "D" to t  amended from time to	of the West 223.5 F 6 Feet of Lot 2 (Exc W. Scoville's Subdive of the Third Princips th declaration of Co	Plat of Survey of the eet and the South 10 ept the South 115 Fe ision of the West 1/2 al N.e. (Gian, In Cool adomin', w. recorded	Feet et if to of the Cou	of the East 54/1 I he East 81.6 Feet e Northeast 1/4 of inty, Illinois. Whi 29, 1996 as docu	Feet of the of the f Section 7 ch plat of
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Oak Park	, III	inois <u>60302</u> [Zip Code]	_ ("Property Address"	'):	175.	
ני	C11.7.]	[Zip Code]			10	
ILLINOIS—Single 12428.CV (8/02)	Family—Fannie Mac/Freddie CHI2212	Mac UNIFORM INSTRUM	MENT (MERS)	F	Form 3014 1/01 (page	of 10 pages)

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent pay in the Note and this Security Instrument be made in one or more of the following forms, as selected by L.n.le.: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is d'awn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Fund. Transfer. Electronic Fund: Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Len is, may hold such unapplied finds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such finds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or chairs which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due und in the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments.

Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or "Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due inder Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then the principal balance of the Note.

If Lender receives a payment from Borrower for a 'cainquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and the associated in the Note.

Any application of payments, insurance proceeds, or Naiscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the levidor Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment or amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or ancumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any,

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"covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of fixture Escrow Items or otherwise in accordance with Applicable Law.

shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of furture Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA. If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Up and ment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

Funds held by Ler !er.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can at an priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the accuracy provided in Section 3.

Borrower shall promotely discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such a greenment; (b) contests the lien in good faith by, or defends against enforcement of the lien in legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4. above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service

used by Lender in connection with this Loan.

used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall been the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the erm "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender equires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrover's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-drive charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any decod zone determination resulting from an objection by Borrower. by Borrower

by Borrower.

If Borrower fails to maintain any of the coverages described 200ve, I ender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might no protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and raight provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disburse 40° Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting

payment

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgage and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender sequires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains for our of insurance

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coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Bo

Instrument, which ir or not then due.

insurance policies covering the Property, insotar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, which is not relieve to the note of the Note of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence of at lea to the year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably with eld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preset-valve, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property from det riorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration's not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower's shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieve do Borrower's obligation for the completion of such repair or restoration.

Lender not is agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Borrower's bush an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the discussion of the Property. Lender

Any amounts disbursed by Lender under this Section 9 shall become additional dect of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disburser ent; nd shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the case. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance. Borrower than the mortgage insurer that previously provided such insurance. shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Portgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 1

(a) Any such agreer cuts will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for

Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request a id obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation of termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and chall be paid to I ender.

shall be paid to Lender.

11. Assignment of Miscellaneous Proceet's; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellane as Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender. security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellane us I roceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender search action, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing of Applicable Law requires interest to be paid on such Miscellaneous Proceeds. Lender shall not be required to pay Bornover any interest or earnings on such Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrumer, whether or not then due, with the excess, if any, paid to Bornower. Such Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Bornower. In the event of a partial taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not then due, with the excess, if any, paid to Bornower. In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument sinal or reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sum secur

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower or to refuse to extend Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in

amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Join and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer is interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums seculed by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent signer's consent.

Subject to the provision, of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in "... iting, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower chall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such recase in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a pecific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable I and

Law.

If the Loan is subject to a law which sets right ximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or ly right a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument of the borrower when mailed by first class mail or when actually delivered to Borrower's notice a deres if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Lavies result requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitution office a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address. If Lender, specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address. If Lender, specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address. In under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated her in unless Lender

16. Governing Law; Severability; Rules of Construction. This Security Instrument and be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law right explicitly or

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implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days

may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the prination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and sorrower and reasonably require to assure that Lender's interest in the Property and rights under the Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue uncoranged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, it is Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, "is right to reinstate shall not apply in the case of acceleration under Section 18.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty oved by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice giver. ir. compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonably period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must chapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given by Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicales, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law mans federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental Invitedion; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Cleanup.

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Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unles. Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be end; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice and I further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordat on costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waiver of Homestead. In accordance with "linois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws."
- 25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower males or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

witnesses:	
Bernice A. Fiala	Borrower Teresa Alfaro (Seal)
	Borrower (Seal)
•	Borrower (Seal)
	Borrower (Seal)
STATE OF Illinois , Cook  On this 6th day or April and for said State, personally appear of Feresa Alfaro	County ss:
(known to me) (or proved to me on the basis of satisfact subscribed to the foregoing instrument and ack nov/ledge WITNESS my hand and official seal.  (Reserved for official seal)	Signature: Beknise A. Fiala
"OFFICIAL SEAL"  BERNICE A FIALA  COMMISSION EDITES 19/21/08	REINIAE A. FIALA Name (up) of or printed)  My Commission expires: 10-21-08
	My Commission expires: 10-21-08

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#### MIN: 100079000000067714 CONDOMINIUM RIDER

THIS CONI	DOMINIUM RIDER is made this $\_$	6th day	of <b>April</b>	, 2006 and
is incorporated into ar	nd shall be deemed to amend and si	upplement the	e Mortgage, Deed of	Trust, or Security Deed
(the "Security Instrum	ent") of the same date given by the	undersigned (	(the "Borrower") to se	cure Borrower's Note to
American Lending	Group, Inc.			(the "Lender") of the
same date and covering	ng the Property described in the Sec	curity Instrun	nent and located at:	(====================================
222 N Oak Park AV	E 3S Oak Park, IL 60302			
		Address]		· · · · · · · · · · · · · · · · · · ·
The Property includes project known as:	s a unit in, together with an undivi	ded interest i	n the common elemen	nts of, a condominium
Santa Maria Condo				
	Name of Condo	minium Proi	ectl	

(the "Cor acrainium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borroy er's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security

Instrument, Borrowci and Lender further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project'. Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Porrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master' or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire beards included within the term "extended coverage," and any other hazards, including, but not limited to extinct and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Projecty is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this war er can change during the term of the loan.

Borrower shall give Lender prompt notice of any large in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions a may be reasonable to insure that the Owners Association maintains a public liability insurance policy accertable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, director consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation are hereby

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assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Condominium Rider.

Borrower Teresa Alfaro	Seal)
Borrower	(Seal)
Borx wer	(Seal)
Borrower	(Seal)
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.0	74.

MULTISTATE CONDOMINIUM RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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#### PREPAYMENT RIDER

(MultiState)

THIS PREPAYMENT RIDER is made this 6th districts and shall be described by	ay of April, 2006, and is incorporated
into and shall be deemed to amend and supplement the Minstrument") of the same date given by the undersignment Lending Group, Inc.	Mortgage, Deed of Trust or Security Deed (the "Security gned (the "Borrower") to secure Borrower's Note to
of the same date and covering the Property described in the 222 N Oak Park AVE 3	he Security Instrument and located at:
[Property D	escription
Security Instructor, Borrower and Lender further co	n to the covenants and agreements made in the ovenant and agree as follows:
	pal at any time before they are due. A payment of s provided below, I may make a Prepayment at any
The Note Holder will use my Prepayments to Note. However, the Note Holder may apply my Prepayment amount, before applying my Prepayment make a partial Prepayment, there will be no change payment unless the Note Holder agrees in whing to the	It to reduce the Principal amount of the Note. If I
If within the first Thirty Six Instrument I make full prepayment, I will pay a p eq (2%) of the unpaid principal balance.	(36) years after the execution of the Security syment charge in an amount equal to two percent
Notwithstanding the foregoing, if the indebta another lender and the proceeds from the new loan are smaller amount before making a full prepayment in due hereunder, the prepayment charge shall not be balance of the indebtedness for the six (6) months prior	mare to alvoid or to reduce any prepayment charge
BY SIGNING BELOW, Borrower accepts and agrees to t Rider.	
Telesa Illera con	
-Borrower Teresa Alfaro (Seal)	-Borrower (Seal)
-Borrower (Seal)	-Borrower (SeaI)
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