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Doc#: 0615111081 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/31/2006 02:36 PM Pg: 1 of 8

SECOND MORTGAGE

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SECOND MORTGAGE

This mortgage ("Security Instrument") is given on March 25, 2006. The Mortgagor(s) is Arlesia Winding (Borrower(s) Dawn Brooks This instrument is given to Dawn Brooks *(single woman)* under the laws of the State of Illinois, (mortgagee) (lender). Borrower owes lender the principal sum Ten Thousand 00/100 (U.S. \$10,000).

This debt is evidenced by Borrower's note dated March 25, 2006 the same date as this instrument. "Note", which provides for monthly payments of \$139.17 amortized over 10 years, with full debt due on March 25, 2016. This Security Instrument secures to lender the repayment of the debt evidenced by the note, with interest, and all renewals, extensions and modifications of the note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following real estate

which has the address of ^{AL} 12010 S. Yale, Chicago, IL 60648

TOGETHER WITH all the improvements now or hereafter made to on the real estate:

and all easements, appurtenances and fixtures now or hereafter a part of the real estate:

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 "real estate"

BORROWER (S) COVENANTS that Borrower(s) are lawfully seized 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(s) warrant 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(s) and Lender(s) covenant and agree as follows:

1. **Payment of Principal and Interest; Payment and Late Charges.** Borrower(s) shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the note.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender(s) shall be applied: first, to interest due; second, to principal due; and last, to any late charges due under the Note.
3. **Charges; Liens.** Borrower(s) shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, which may attain priority over this Security Instrument, and leasehold

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THE SOUTH 11 FEET OF LOT 5 AND THE NORTH 21 FEET OF LOT 6 IN BLOCK 23 IN WEST PULLMAN, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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payments or ground rents, if any. Borrower(s) shall pay them on time directly to the person owed payment. Borrower(s) shall promptly furnish to Lender(s) all notices of amounts to be paid under this paragraph. If Borrower(s) make these payments directly, Borrower(s) shall promptly furnish to Lender(s) receipts evidencing the payments. Borrower(s) shall promptly discharge any lien, which has priority over this Security Instrument unless, Borrower(s) agrees in writing the payment of the obligation secured by the lien in a manner acceptable to Lender

4. Hazard or Property Insurance. Borrower(s) shall keep the improvements now existing or hereafter erected on the real estate insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower(s) subject to Lender(s) approval which shall not be unreasonably withheld. If Borrower(s) fail to maintain coverage described above, Lender(s) may, at Lender(s) option, obtain coverage to protect Lender(s) rights in the Property in accordance with paragraph 6.

All insurance policies and renewals shall be acceptable to Lender(s) and shall include a standard mortgage clause. Lender(s) shall have the right to hold the policies and renewals. If Lender(s) require, Borrower(s) shall promptly give to Lender(s) all receipts of paid premiums and renewal notices. In the event of loss, Borrower(s) shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower(s).

Unless Lender(s) and Borrower(s) otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is not economically feasible or Lender(s) security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower(s). If Borrower(s) abandon the Property, or does not answer within 30 days a notice from Lender(s) that the insurance carrier has offered to settle a claim, then Lender(s) may collect the insurance proceeds. Lender(s) may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender(s) and Borrower(s) otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments or change the amount of the payments. If under paragraph 19 the real estate is acquired by Lender(s), Borrower(s) right to any insurance policies and proceeds resulting from damage to the real estate prior to the acquisition shall pass to Lender(s) to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Occupancy, Preservation, Maintenance and Protection of the condominium, Borrower's Loan Application; Leaseholds. Borrower(s) shall occupy, establish, and use the Property for its normal business practice. Borrower(s) shall not destroy damage or impair the real estate, allow the real estate to deteriorate, or commit waste on the Property. Borrower(s) shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender(s) good faith judgment could result in forfeiture of the real estate or otherwise materially impair the lien created by this Security Instrument or Lender(s) security interest. Borrower(s) may cure such a default and reinstate, as provided in paragraph

16 by causing the action or proceeding to be dismissed with a ruling that, in Lender(s) good faith determination, precludes forfeiture or the Borrower(s) interest in the Property or other material impairment of the lien created by this Security Instrument or Lender(s) security interest. Borrower(s)

shall also be in default if Borrower(s), during the loan application process, gave materially false or inaccurate information or statements to Lender(s) (or failed to provide Lender(s) with any material information) in connection with the Loan evidenced by the Note, including, but not limited to, representations concerning Borrower(s) occupancy of the real estate as a principal residence. If the Security Instrument is on leasehold, Borrower(s) shall comply with all the provisions of the lease. If Borrower(s) acquire fee title to the real estate, the leasehold and the fee title shall not merge unless Lender(s) agree to the merger in writing.

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6. Protection of Lender(s) Rights in the condominium. If Borrower(s) fail to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender(s) rights in the real estate (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender(s) may do and pay for whatever is necessary to protect the value of the Property and Lender(s) rights in the real estate

Lender(s) actions may include paying any sums secured by a lien, which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the real estate to make repairs. Although Lender may take action under this paragraph 6, Lender(s) do not have to do so.

Any amounts disbursed by Lender(s) under this paragraph 6 shall become additional debt of Borrower(s) secured by this Security Instrument. Unless Borrower(s) and Lender(s) 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(s) to Borrower(s) requesting payment.

7. Inspection. Lender(s) or their agent may make reasonable entries upon and inspections of the real estate. Lender(s) shall give Borrower(s) notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender(s).

In the event of a total taking of the real estate, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower(s). In the event of a partial taking of the condominium in which the fair market value of the real estate immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the real estate immediately before the taking. Any balance shall be paid to Borrower(s).

In the event of a partial taking of the real estate in which the fair market value of the real estate immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower(s) and Lender(s) otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower(s), or if, after notice by Lender(s) to Borrower(s) that the condemnor offers to make an award or settle a claim for damages, Borrower(s) fail to respond to Lender(s) within 30 days after the date the notice is given, Lender(s) are authorized to collect and apply the proceeds, at their option, either to restoration or repair of the real estate or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender(s) and Borrower(s) otherwise agree in writing, any application or proceeds to principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

9. Borrower(s) Not Released; Forbearance by Lender(s) a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender(s) to any successor in interest of Borrower(s) shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender(s) shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security interest. Any forbearance by Lender(s) in exercising any right or remedy shall not be a waiver of or preclude the exercise of

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10. **Successor and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender(s) and Borrower(s), subject to the provisions of paragraph 17. Borrower(s) covenants and agreements shall be joint and several. Any Borrower(s) who co-sign this Security Instrument but do not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower(s) interest in the real estate under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender(s) and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower(s) consent.

11. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum 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(s) which exceeded permitted limits will be refunded to Borrower(s). Lender(s) may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower(s). If a refund reduces principal, the reduction will be treated as a partial prepayment charge under the Note.

12. **Notices.** Any notices to Borrower(s) provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the real estate Address or any other address Borrower(s) designates by notice to Lender(s). Any notice to Lender(s) shall be given by first class mail to Lender(s) address stated herein or any other address Lender(s) designates by notice to Borrower(s). Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower(s) or Lender(s) when given as provided in this paragraph.

13. **Governing law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the real estate real estate is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. **Borrower's Copy.** Borrower(s) shall be given one conformed copy of the Note and of this Security Instrument.

15. **Transfer of the condominium or a Beneficial Interest in Borrower(s).** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower(s) is sold or transferred and Borrower(s) is not a natural person) without Lender(s) prior written consent, Lender(s) may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised if prohibited by federal law as of the date of this Security Instrument.

If Lender(s) exercises this option, Lender(s) shall give Borrower(s) notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower(s) must pay all sums secured by this Security Instrument. If Borrower(s) fail to pay these sums prior to the expiration of this period, Lender(s) may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower(s).

16. **Borrower(s) Right to Reinstate.** If Borrower(s) meets certain conditions, Borrower(s) shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the condominium pursuant to any power of sale contained in this Security Instrument; or

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any right or remedy.

(b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower(s): (a) pays Lender(s) 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; and (d) takes such action as Lender(s) may reasonably require to assure that the lien of this Security Instrument, Lender(s) rights in the condominium and Borrower(s) obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if not acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 15.

17. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower(s). A sale may result in a change in the entity (known as the "Loan Servicer") that collected monthly payments due under the Note and the Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower(s) will be given written notice of the change in accordance with paragraph 12 above and 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 other information required by applicable law.

18. **Hazardous Substances.** Borrower(s) shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the real estate. Borrower(s) shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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 real estate.

Borrower(s) shall promptly give Lender(s) written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the real estate and any Hazardous Substance or Environmental Law of which Borrower(s) has actual knowledge. If Borrower(s) learn, or are notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affect the real estate is necessary, Borrower(s) shall promptly take all necessary remedial action in accordance with Environmental Law.

As used in this paragraph 18, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

19. **Acceleration; Remedies.** Lender shall give notice to acceleration following Borrower(s) breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 15 unless 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(s), by which the default must be cured; 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 condominium. The notice shall further inform Borrower(s) of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of default or any other defense of Borrower(s) to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice Lender(s), at their option, may require immediate payment.

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any right or remedy.

in full of all sums proceeding. Lender(s) shall entitle to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender(s) shall release this Security Instrument without charge to Borrower(s). Borrower(s) shall pay any recordation costs.

23. Waiver of Homestead. Borrower(s) waive all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower(s) and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

BY SIGNING BELOW, Borrower(s) accept and agree to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower(s) and recorded with it.
Witnesses:

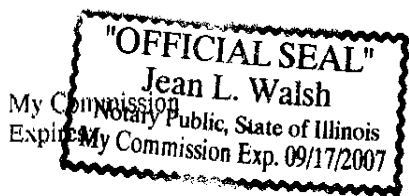
STATE OF ILLINOIS, COOK COUNTY
Ss:
-Borrower

(Seal) - *Dawn Brooks*
-Borrower

I, *Jean L Walsh*

a Notary Public in and for said county and state do hereby certify that *Dawn Brooks* and _____ personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she and _____ he/she signed and delivered the said instrument as *her* free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this

29 day of *March* 2006



THIS DOCUMENT FEEDBACK BY AND MAIL TO:
RONALD G. FESCHNE
555 SMOKE ISLAND #595
NORTHBROOK, IL 60062