UNOFFICIAL COBY



Doc#: 0623712001 Fee: \$40.50

Doc#: Moore RHSP Fee:\$10.00

Eugene "Gene" Moore of Deeds
Cook County Recorder of Deeds
Date: 08/25/2006 09:24 AM Pg: 1 of 9

RETURN TO: SMI / Wesley Hess P.O. Box 540817 RICHARD R COLLINS & Houston, TX 77254-0817 865_2301 IL, COOK

(Space Above This Line For Recording Data)

LOAN NUMBER: 500044350601

MORTGAGE

THIS MORTGAGE ("Security Instrume nt") is made on May 26, 2006. The mortgagor is RICHARD R COLLINS, whose address is 609 N. Roberta Avenue, Northlake, Illinois 60164; and LOREEN A. COLLINS, whose address is 609 N. Roberta Avenue, Northlake, Illinois 50164 ("Borrower"). Borrower is not necessarily the same as the Person or Persons who sign the Note. The obligations of Borrowers who did not sign the Note are explained further in the section titled Successors and Assigns Pound; Joint and Several Liability; Accommodation Signers. This Security Instrument is given to DeepGre in Financial, Inc., which is organized and existing under the laws of the State of Delaware and whose address is 22901 M1'lcreek Blvd., Suite 500, Highland Hills, Ohio 44122 ("Lender"). RICHARD R COLLINS and LOREEN A. COLLINS owe Lender the principal sum of Sixty Thousand and 00/100 Dollars (U.S. \$60,000.00), which is evidenced ov the note, consumer loan agreement, or similar writing dated the same date as this Security Instrument (the "Note"), which provides for monthly payments ("Periodic Payments"), with the full debt, if not paid earlier, due and payable on May 30, 2036. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by ne r lote, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other surve, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled Protection of Lender's Rights in the Property; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt, does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Address: 609 N. Roberta Avenue, Northlake, Illinois 60164 Legal Description: SEE EXHIBIT "A" Parcel ID/Sidwell Number: N/A

TOGETHER WITH all the improvements now or hereafter erected on the property, and all carements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions such also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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.

Borrower and Lender covenant and agree as follows:

© 2004-2005 Compliance Systems, Inc. 1C61-A818 - 2005.08.128 Consumer Real Estate - Security Instrument DL2036

Page 1 of 8

www.compliancesystems.com 800-968-8522 - Fax 616-956-1868

CED (CED)

0623712001 Page: 2 of 9

UNOFFICIAL COPY

Payment of Principal and Interest; Prepayment and Late Charges. Borrower 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.

Applicable Law. As used in this Security Instrument, the term "Applicable Law" shall mean all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

Funds for Taxes and Insurance. At Lender's request and subject to Applicable Law, Borrower shall pay to Lender on the day periodic payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of the paragraph titled Mortgage any sums payable by Borrower to Lender, in accordance with the provisions of the paragraph titled Mortgage Insurance, in lieu c, the payment of mortgage insurance premiums. These items are called "Escrow Items." Insurance, in lieu c, the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a Lender may, at any time, estiment Procedures Act c, 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), Settlement Procedures Act c, 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another Applicable Lay that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless Applicable Law provides otherwise. Unless an agreement is reade or Applicable Law requires interest to be paid, Lender shall not be required to pay Borrower any interest or explicitly on the Funds. Borrower and Lender may Lender shall not be required to pay Borrower any interest or explicate the Funds. Borrower, without charge, agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sams secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by Applicable Law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of Applicable 1 aw. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole d scretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly rectured to Borrower any Funds held by Lender. If, under the section titled Acceleration; Notice of Default; Right to Cure, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall at ply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by the Security Instrument.

Application of Payments. Unless Applicable Law provides otherwise, all payments received by Lender under sections titled Payment of Principal and Interest; Prepayment and Late Charges and Funds for Taxes and Insurance shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under the section titled Funds for Taxes and Insurance; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in section titled Funds for Taxes and Insurance, or

Page 2 of 8

www.compliancesystems.com 800-968-8522 - Fax 616-956-1868

© 2004-2005 Compliance Systems, Inc. 1C61-A818 - 2005.08.128 Consumer Real Estate - Security Instrument DL2036

0623712001 Page: 3 of 9

UNOFFICIAL COPY

if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. At the request of Lender, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly 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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property 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 subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled Protection of Lender's Rights in the Property.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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. If Borrower abandons the Fronerty, or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender 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 period of time for Borrower to answer as set forth in the notice will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the sections titled Fa, ment of Principal and Interest; Prepayment and Late Charges and Funds for Taxes and Insurance or change the amount of the payments. If under the section titled Acceleration; Remedies the Property is acquired by Lonier, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

Preservation, Maintenance and Protection of the Property; Borrower's Loan Application: Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower 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 Property or otherwise materially and a default and reinstate, as provided in section titled Borrower's Right to Reinstate, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. 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.

Page 3 of 8

4°, 2004-2005 Compliance Systems, Inc. 1C61-A818 - 2005.08.128 Consumer Real Estate - Security Instrument DL2036 www.compliancesystems.com 800-968-8522 - Fax 616-956-1868

RC So

0623712001 Page: 4 of 9

UNOFFICIAL COPY

Protection of Lender's Rights in the Property. If Borrower fails 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 Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. 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 Property to make repairs. Although Lender may take action under this section, Lender does not have to do so.

Any amounts disbursed by Lender under this section shall become additional debt of Borrower secured by this 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 and esting payment.

Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Porrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance coverage is from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Eorlower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments at a loss reserve in lieu of mortgage insurance. Loss reserve payments will accept, use and retain these payments at a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by at incurrer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to nai to in mortgage insurance in effect, or to provide a loss reserve, Borrower shall pay the premiums required to nai to in mortgage insurance in effect, or to provide a loss reserve, and Lender or Applicable Law.

Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Condemnation. The proceeds of any award or claim for damages, lirect 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property 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 Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless immediately before the taking is less than the amount of the sums secured immediately before the taking in 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, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within the minimum number of days established by Applicable Law after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in sections titled **Payment of Principal and Interest**; **Prepayment and Late Charges** and **Funds for Taxes and Insurance** or change the amount of such payments.

© 2004-2005 Compliance Systems, Inc. 1C61-A818 - 2005.08.128 Consumer Real Estate - Security Instrument DL2036

Page 4 of 8

www.compliancesystems.com 800-968-8522 - Fax 616-956-1868

ZA

0623712001 Page: 5 of 9

UNOFFICIAL COPY

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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender 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 Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of section titled Transfer of the Property or a Beneficial Interest in Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note ("Accommodation Signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey that Accommodation Signer's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Forlower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Accommodation Signer's consent.

Loan Charges. If the loan recured 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 limits 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 by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

Notices. Any notice to Borrower 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 Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or, any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Governing Law; Severability. This Security Instrument shall be governed by federal law and the laws of the state of Illinois. 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.

Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrum, at.

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Prope ty or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) unless the Note shows that Borrower's loan is assumable, Lender may, at it option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If he Note shows that Borrower's loan is assumable, Borrower must obtain Lender's written permission for an assumption and follow any other requirements of Lender related to an assumption. If Borrower does not do so, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than the minimum number of days established by Applicable Law from the date the notice is delivered or mailed 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.

© 2004-2005 Compliance Systems, Inc. 1C61-A818 - 2005.08.128 Consumer Real Estate - Security Instrument DL2036

Page 5 of 8

www.compliancesystems.com 800-968-8522 - Fax 616-956-1868

ZC Se

0623712001 Page: 6 of 9

UNOFFICIAL COPY

Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower 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 Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property 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 no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under the section titled Transfer of the Property or a Beneficial Interest in Borrower.

Sale of Note; Clarge 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. A sale may result in a change in the entity (known as the "roan Servicer") that collects periodic payments due under the Note and this Security entity (known as the "roan Servicer") that collects periodic payments due under the Note and this Security entity (known as the "roan Servicer") that collects periodic payments due under the Note and this Security entity (known as the "roan Servicer") that collects periodic payments due under the Note and this Security entity (known as the "roan Servicer") that collects periodic payments due under the Note and this Security entity (known as the "roan Servicer") that collects periodic payments due under the Note and this Security entity (known as the "roan Servicer") that collects periodic payments due under the Note and this Security entity (known as the "roan Servicer") that collects periodic payments due under the Note and this Security entity (known as the "roan Servicer") that collects periodic payments due under the Note and this Security entity (known as the "roan Servicer") that collects periodic payments due under the Note and this Security entity (known as the "roan Servicer") that collects periodic payments due under the Note and this Security entity (known as the "roan Servicer") that collects periodic payments due under the Note and this Security entity (known as the "roan Servicer") that collects periodic payments due under the Note and this Security entity (known as the "roan Servicer") that collects periodic payments due under the Note and this Security entity (known as the "roan Servicer") that collects periodic payments due under the Note and this Security entity (known as the "roan Servicer") that collects periodic payments due under the Note and this Security entity (known as the "roan Servicer") that collects periodic payments due under the Note and this Security ent

Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Be rrower 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 main enauce of the Property.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other renegliation of any Hazardous Substance affecting governmental or regulatory authority, that any removal or other renegliation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances dented as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, o.b., flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing a pestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the state of Illinois that relate to health, safety or environmental protection.

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 the section titled Transfer of the Property or a Beneficial Interest in Borrower, unless Applicable 1 aw provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than the minimum number of days established by Applicable Law from the date the notice is given to Borrower, 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 Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure. If the default is not 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

Page 6 of 8

www.compliancesystems.com 800-968-8522 - Fax 616-956-1868

© 2004-2005 Compliance Systems, Inc. 1C61-A818 - 2005.08.128 Consumer Real Estate - Security Instrument DL2036

0623712001 Page: 7 of 9

UNOFFICIAL COPY

pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation 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.

Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

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 makes or any claim that is made against Borrower wer 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 may be able to obtain on its own.

Oral Agreements Disclaimer. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

BY SIGNING BELOW, Borrower accepts and agr Security Instrument and in any Rider executed by Borrower accepts and agr X Date The above signatures have been Witnessed by:	ee; to the terms and covenants contained in all pages of this prrowe, and recorded with it. X LOREEN A. COLLING Date
X Name: Date	X Date
	O _{ISI} CO

0623712001 Page: 8 of 9

UNOFFICIAL COP

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

ILLINOIS

000

The foregoing instrument was acknowledged by RICHARD R COLLINS, LOREEN A. COLLINS, before me on COUNTY OF

May 26, 2006. In witness whereof, I hereunto set my hand and official seal.

My commission expires:

) ss

(Official Seal)

OFFICIAL SEAL SHARON MARY IVANOV MCPHEE My Co.

Of Coot County Clark's Office Notary Public - State of Illinois My Commission Expires Apr 26, 2008

THIS INSTRUMENT PREPARED BY:

DeepGreen Financial, Inc. 22901 Millcreek Blvd. Highland Hills, OH 44122 AFTER RECORDING RET SMI/Wesley Hess P.O. Box 540817

Houston, TX 77254-0817

www.compliancesystems.com 800-968-8522 - Fax 616-956-1863

© 2004-2005 Compliance Systems, Inc. 1C61-A818 - 2005.08.128 Consumer Real Estate - Security Instrument DL2036

Page 8 of 8

0623712001 Page: 9 of 9

UNOFFICIAL COPY LEGAL DESCRIPTION

ALL THAT PARCEL OF LAND IN COUNTY OF COOK, STATE OF ILLINOIS AS MORE FULLY DESCRIBED IN DOCUMENT 09194101 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 6 IN RESIDENCE CONSTRUCTION COMPANY'S FIRST ADDITION. A RESUBDIVISION OF THE WEST 165 FEET OF THE NORTH 398 FEET OF THE SOUTH 695 FEET OF THE WEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS, OR MINERAL RIGHTS OF RECORD, IF ANY.

APN: 12-29-400-159

Property of County Clerk's Office

ZL