

# UNOFFICIAL COPY

This instrument was prepared by:



0632449089

Name:  
Shelly Wilson

Address:  
9204 Columbia Ave.  
Munster IN 46321

Doc#: 0632449089 Fee: \$44.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 11/20/2006 11:02 AM Pg: 1 of 11

Chicago Title Insurance Company

After Recording Return To:  
Peoples Bank SB  
9204 Columbia Ave.  
Munster IN 46321  
Loan #210035/7811

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document 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 September 22, 2006, together with all Riders to this document.
- (B) **"Borrower"** is Anthony Cairo and JoAnn Cairo, His Wife, as Joint Tenants

Borrower is the mortgagor under this Security Instrument.

- (C) **"Lender"** is Peoples Bank SB  
Lender is a State Bank organized and existing under  
the laws of The State Of Indiana Lender's address is  
9204 Columbia Avenue Munster, IN 46321

- (D) **"Note"** means the promissory note signed by Borrower and dated \*Ten Thousand Dollars and Zero Cents\*. The Note states that Borrower owes Lender \$10,000.00 plus interest. Borrower has promised

to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 27, 2016.

- (E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

- (F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

- (G) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         |   |

- (H) **"Applicable Law"** means 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.

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Form 3014/101  
CREATAND  
RECEIVED  
ILLINOIS - Single Family - Family/Male/Female Mac UNIFORM INSTRUMENT

(Page 2 of 11 pages)

ITEM 1876L2 (001)

BORROWER COVHANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances mortgagor, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

Fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All the improvements now or hereafter erected on the property, and all easements, appurtenances, and

Transferring	[City]	ZIP Code	Property Address	State
	Illinois	60438	18422 School Street	

which currently has the address of 18422 School Street  
 P#30-31-310-059-0000  
 LOT 20, (EXCEPT THE NORTH 25 FEET) AND THE NORTH 35 FEET OF LOT 21, IN THE  
 SUBDIVISION OF (EXCEPT THE NORTH 396 FEET THEREOF) THE EAST 10 ACRES OF THAT  
 PART LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF THE GRAND TRUCK ROAD  
 COMPANY OF THE SOUTHWEST QUARTERS OF SECTION 31, TOWNSHIP 36 NORTH, RANGE  
 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgagor, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Cook [Type of Recording in the Note]  
 This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgagor, grant and convey to Lender and Lender's successors and assigns the following

## TRANSFER OF RIGHTS IN THE PROPERTY

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation X (24 CFR Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the loan does not qualify as a "federally related mortgage loan" under RESPA.

(M) "Mortgage Insurance" means insurance procuring Lender against the nonpayment of, or default on, the loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party other than insurance proceeds paid under the coverages described in Section 3 for (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation of the Property; (iv) interests in real property as to, the value under condition of the Property.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by a check, draft, or similar instrument, which is initiated through an electronic terminal, telephone instrument, computer, or magnetic tape so as to

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

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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 payments due under the Note and this Security Instrument be made 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.

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 payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such 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. Lender may hold such unapplied funds 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 funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve 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 under 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 to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent 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 then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance 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, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower

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Form 2014-1/01  
ITEM 1B/61A (011)  
ILLINOIS—Single Family • Family/Med/Freddie Mac INFORMATION INSTRUMENT  
Date filed Oct 1, 2005 05038893 Fax 916 729-1111  
COURT ATTACHED ■

(Page 4 of 11 pages)

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's expense, to provide any flood zone determination resulting from an inspection by Borrower.

Thefore, such coverage shall cover Lender, but neither or might not protect Borrower. Borrower's equity in the property, or portion and Borrower's expenses, Lender is under no obligation to purchase any particular type of insurance of coverage.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's expense, to provide any flood zone determination resulting from an inspection by Borrower.

Also be responsible for the payment of any fees imposed by the Federal Flood Management Agency in connection with the renewals or similar changes occur which reasonably affect such determination or certification. Borrower shall track services, or (b) a one-time charge for flood zone determination services and subsequent charges each Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unless specifically requested by Borrower to pay. The insurance carrier providing the insurance shall be chosen by Borrower (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the proceeding limited to, earthquakes and floods, for which Lender requires. This insurance shall be maintained in the amounts insured against loss by fire, hazards included within "extended coverage," and any other hazards including:

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property Lender in connection with this Loan.

Lender may require Borrower to pay a one-time charge for a real estate tax certificate and/or reporting service used by Section 4.

Borrower shall promptly disclose any item which has priority over this Security Instrument unless Borrower in writing to the payee of the obligation secured by the item in manner acceptable to Lender, but only so long as Borrower in addition to the payment of the obligation secured by the item in manner acceptable to Lender, shall pay him in the manner provided in Section 3.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

Property which can attain priority over this Security Instrument, less than the amount held in escrow, is held in escrow, Borrower and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are escrow items, Borrower and Lender shall notify Borrower as required by RESPA, but in no more than 12 monthly payments.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the property held by Lender.

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

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess shall give to Borrower, without charge, an annual accountings of the Funds as required by RESPA.

If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower and Lender shall agree in writing, without charge, an annual accountings of the Funds held in escrow, as defined under RESPA.

Borrower is required to pay the escrow fees held in escrow, as defined under RESPA, unless Lender holds in escrow in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower and apply the escrow fees held in escrow, as defined under RESPA, to 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 pay Borrower any shortage in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

Borrower shall notify Borrower as required by RESPA, but in no more than 12 monthly payments.

Borrower shall pay the escrow fees held in escrow, as defined under RESPA, unless Lender holds in escrow in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower and apply the escrow fees held in escrow, as defined under RESPA, to 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 pay Borrower any shortage in accordance with RESPA, but in no more than 12 monthly payments.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity otherwise in accordance with Applicable Law.

Estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future escrow items specified under RESPA, and (b) not to exceed the maximum amount a Lender can require under RESPA. Lender shall to Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds in the event of all escrow items at any time by a notice given in accordance with Section 15 and upon such demand. Borrower shall pay all escrow items to Lender when he obligates under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any item specified under RESPA, and hold Funds in such amounts, that are then required under this Section 3.

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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 disbursed by 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 mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance 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 the sole obligation of Borrower. 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 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 claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the 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) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar 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, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, 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. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is 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 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 relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such 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 direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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Form 3014-101  
GRATUITA  
24, Q448, Q48, 1, 200-140-9893, fax 516-791-1111

(Page 6 of 11 pages)

ITEM 18766 (011)

ILLINOIS—Single Family—Family Freddie Mac INFORMATION INSTRUMENT

and they will not entitle Borrower to any refund.  
**(a) Any such agreements 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, or of the premiums paid to the insurer, the arrangement is often termed "equitable reinsurance." Further,

reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgagor's risk, or all of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a affiliate of the mortgagor, Lender, any purchaser of the Note, another insurer, any other entity, or any include funds obtained from Mortgage Insurance premiums).

Mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may result in the mortgagor insurer and the other party (or parties) to these agreements may reduce the salability to the mortgagor insurer and the other parties. These agreements are on terms and conditions that are with other parties that share or modify their risk, or reduce losses. These agreements may reduce the Mortgagor insurer's total risk on all such insurance to the extent, and to the extent that agreements does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurance premiums Lender (or any entity that purchases the Note) for claim losses it may incur if Borrower provided in the Note.

Lender required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate premium is required by Applicable Law. Premiums in Section 10 affect Borrower's obligation to pay interest at the rate Lender ends in accordance with any written agreement between Borrower and Lender providing for such termination or withdrawal Mortgagage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage separately designated payments toward the premiums required to make insurance. If Lender repaid the premiums required to make available, is obligated, and Lender repays separately designated payments toward the premiums for Mortgage Insurance as a condition of taking the Loan and Borrower was repaid to make Premiums received by Lender and for the period that Lender selected by the insurer to receive payments if Lender required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if 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 make separately designated payments to the insurer of coverage ceased to be in effect. Lender will accept the amount of the separately designated Mortgage Insurance coverage is not available, Borrower shall continue to pay Premiums required to obtain coverage separately designated Mortgage Insurance coverage is not available, Borrower shall pay Premiums required to obtain coverage separately designated Mortgage Insurance coverage is not available, from an alternative insurance substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, at a cost required to make separately designated payments toward the premiums for Mortgage Insurance; Borrower shall pay the Premiums received by Lender to be used to pay Premiums required to obtain coverage separately designated Mortgage Insurance coverage is not available, Borrower shall pay Premiums required to obtain coverage separately designated payments toward the premiums for Mortgage Insurance; and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance; and Borrower was required to pay Premiums required to make separately designated payments toward the premiums for Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage pay the Premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage acquires title to the Property, the lesseehold and the fee title shall not merge unless Lender agrees to the merger in writing.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower interest, upon notice to Lender to Borrower requesting payment.

Any amounts disbursed by Lender under this Section 9 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 Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Under Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender building or older code violations or damageous conditions, and have utilities turned on or off. Although Lender may limit to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, Security instrument, including its secured position in a bankruptcy proceeding. Securing the Property and/or rights under this (b) appearing in court; and (c) paying reasonable attorney's fees to protect its interest in the Property and/or rights under this can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security instrument including protection of the value of the Property, and securing under this Security instrument, whichever is reasonable or appropriate to protect Lender's interest in the Property and rigits under this Security instrument to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for bankruptcy, probably, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security instrument to protect Lender's interest in the Property and/or rights under this Security instrument (such as a proceeding in state or federal courts); (b) there is a legal proceeding that might result in foreclosure of the property and/or rights under this Security instrument (such as a proceeding in state or federal courts); (c) Borrower fails to pay for any other term of this Security instrument (such as a proceeding in state or federal courts); (d) Borrower fails to pay for any other term of this Security instrument (such as a proceeding in state or federal courts); (e) Borrower has abandoned the Property, then Lender may do and pay for bankruptcy, probably, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security instrument to protect Lender's interest in the Property and/or rights under this Security instrument, whichever is reasonable or appropriate to protect Lender's interest in the Property and rigits under this Security instrument to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for

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(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 and 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 or termination.

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

If the Property is damaged, such Miscellaneous Proceeds 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 Miscellaneous 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 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 or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, 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 Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total 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 Borrower.

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 immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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 less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 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.

**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. 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.

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Form 3014-101  
GRACIELAND ■  
1300 791-1112  
FAX 616 300 9999

(second if first is odd)

ITEM 18768 (0)

ILLINOIS—Single Family Frame Freddie Mac Uniform Instrument

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 transferor of title by Borrower at a time date to a trustee.

18. Transfer of the Property or a Beneficial Interest in Power of Attorney

word "may" gives sole discretion without any obligation to take any action.

As used in this Security Instrument: (a) words of the instrument shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "any" includes all, some, or any part.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall 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 shall not affect other provisions of this Security Instrument or the Note which can be given effect without the consent of the parties to this Security Instrument.

certifiably received by Lemender. If any notice required by this Security Instrument is not received by Lemender, Lemender will satisfy the correspondence requirement under this Security Instrument.

15. Notices. All notices given by Borrower to Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless otherwise specified below. Law expressly requires otherwise, the Property Address unless Borrower has designated a substitute notice address by notice to Lender; Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one address, which Borrower shall only report a change of address at any one time. Any notice to Lender shall be addressed to Lender's address as set forth in the Security Instrument. Any notice to Lender under this Security Instrument shall not be deemed to have been given to Lender until received by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Lender. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender to the extent that Borrower fails to receive such notice.

owner of any right of action Borrower might have arising out of such overcharge.

If the Loan 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 will be refunded to the Borrower. Lender may choose to make this refund by reducing the principal owed under Note, or by making a direct payment to Borrower. If a refund reduces principal, the deduction 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 the Note.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited , attorney's fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this security instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fees, attorney's fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this security instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fees.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security instrument in writing, and shall not be released from Borrower's obligations and agreements of this Security instrument in writing. The covenant and agreements of this Security instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower agrees that his power of attorney shall be joint and several. However, any Borrower who co-signs this Security Instrument does not excuse the Note ("co-signer"); (a) is co-signing this Security Instrument only to mortgagee, garnish and convey the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to pay jointly, together or make any accommodations with regard to the terms of this Security Instrument or the Note without the knowledge of the other Borrower.

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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 before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination 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 (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged 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, this Security Instrument and 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 Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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 owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse 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 to 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 herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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).

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Form 301A/101  
CHIATAND ■  
ILINIANS—Single Family—Family/Male/Female/Male INFORMATION INSTRUMENT

(Page 10 of 11 pages)

ITEM 1876L10 (001)

insurance may be more than the cost of insurance Borrower may be able to obtain or to own. The costs of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender under the law Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the Lender purchases may pay any claim that Borrower makes 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's interests in Borrower's collateral. This insurance may not need to protect Borrower's interests. The coverage that Lender's interests in Borrower's agreement with Borrower's expenses to protect Borrower's interests in Borrower's agreement required by Borrower's agreement with Lender under the law and by virtue of the Illinois homestead exemption laws.

**24. Waiver of Homestead.** In accordance with Illinois law, the Borrower hereby releases and waives all rights under 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.

**23. Release.** Upon payment of the sums secured by this Security Instrument, Lender shall release this Security Instrument Borrower shall pay any recording costs. Lender may charge Borrower a fee for releasing this Security Instrument.

**22. Judgment, but not limited to, reasonable attorney's fees and costs of title evidence.**

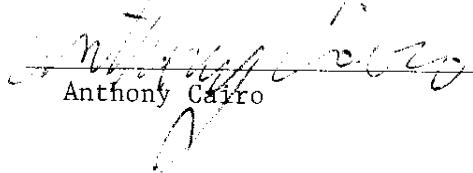
Section 22, including, but not limited to, reasonable attorney's fees and costs of title evidence. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this sum secured by this Security Instrument without further demand and may foreclose this Security Instrument before the date specified in the notice, Lender at its option may require immediate payment in full of all cured on or before the date specified in the notice or any other defense of Borrower to acceleration and foreclosure. If the default is not the non-existence of a default or any other defense of Borrower to accelerate and foreclosure. If the default is not further in form Borrower of the right to remitiate after acceleration and the right to assert in the foreclosure proceeding secured by this Security Instrument, forclosure by judicial proceeding and sale of the Property. The notice shall fail to cure the default on or before the date specified in the notice may result in acceleration of the sums (d) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Borrower prior to acceleration following Borrower's

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

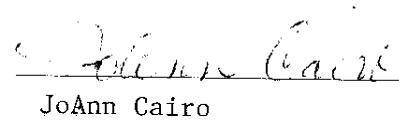
Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spillage, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower fails, or is notified by any government or regulatory authority, or any private party, that any removal or other remedial action is necessary within a reasonable time period or removes any Hazardous Substance, Lender shall create any obligation on Lender for an Environmental Cleanup. Environmental Law. Noting herein shall create any obligation on Lender for an Environmental Cleanup.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
Anthony Cairo

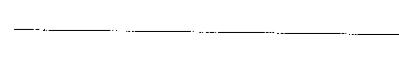
(Seal)  
-Borrower

  
JoAnn Cairo

(Seal)  
-Borrower

  
[ ]

(Seal)  
-Borrower

  
[ ]

(Seal)  
-Borrower

  
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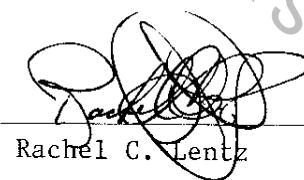
Witness:

Witness:

State of Illinois  
County of Cook

This instrument was acknowledged before me on September 22, 2006 (date) by  
Anthony Cairo and Joann Cairo, His Wife, as Joint Tenants

(name[s] of person[s]).

  
Rachel C. Lentz

Notary Public

My Commission expires: 11/02/2011  
County Of Residence: Lake County, IN