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Doc#: 0709322047 Fee: \$36.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/03/2007 02:48 PM Pg: 1 of 7

AFTER RECORDING, RETURN TO: AMERICAN TITLE, INC. P.O. BOX 641010 OMAHA, NE 68164-1010

Prepared By: Jane FIRST HORIZON HOME LOAN CORPORATION

5901 COLLEGE COULEVARD, 3RD FLOOR OVERLAND PARK, KS 66211

MORTGAGE

0060354073

THIS MORTGAGE is made this day of March, LARRY K STROHMEYER & SANDRA L STROHMETT. Husband & Wife

2007 , between the Mortgagor,

FIRST HORIZON HOME LOAN CORPORATION

existing under the laws of THE STATE OF KANSAS 4000 Horizon Way, IRVING, TX 75063

-OUNTY CLOP (herein "Borrower"), and the Mortgagee,

, a corporation organized and , whose address is

(herein "Lender"). WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 71,000.00 , which indebtedness is evidenced by Borrower's note dated March 13th, 2007 ar.a extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of in leb tedness, if not sooner paid, due and payable on April 1st, 2022

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

VMP -76(IL) (0308)

VMP Mortgage Solutions, Inc. (800)521-7291



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to Lender the following described property located in the County of Cook State of Illinois:

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

Exhibit P for Lagal

Parcel ID #: Courcy: City:

which has the address of 18051 OAKWOOD AVE

[Street]

LANSING

[City], Illinois 60438

TOGETHER with all and improvements now or hereafter erected on the property, and all easements, rights, appurtenances and together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Eorower 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 covenants that Borrower and will defend generally the title to the Property against all claims and demands, subject to encumbrances of

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

1. Payment of Principal and Interest Bo rower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein assessments, if any) which may attain priority over this Mor.gare and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such helder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or

payments to the holder of a prior mortgage or deed of trust if such helder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said said account or verifying and compiling said assessments and bills, unless lender pays Borrower interest on the Funds, analyzing applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this interest to be paid, Lender shall not be required to pay Borrower any interest or earlings on the Funds. Lender shall give to each debit to the Funds was made. The Funds are pledged as additional security for the sums secreted by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installment of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender, together with the future monthly installment of Funds payable prior to the due insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option either promptly repaid to sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower's leave the amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if
- 5. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

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The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and ons ituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borroyer, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary a protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terrair ates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lexuer pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by the Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall

require Lender to incur any expense or take any act on hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such respection specifying reasonable cause therefor related to Lender's interest in

9. Condemnation. The proceeds of any award o claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has

priority over this Mortgage.

10. 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 Mortgage granted by Lender to ar, successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for paymon or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Bor ower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afterded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mort age, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally labele on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, mouify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to

Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions

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of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property 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) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

- 17. Acceleration; Kemelies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 proceeding the nonexistence of a delegater any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings Legun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower take such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrover nereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

- 20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
 - 21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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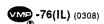
Form 3814

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		OTICE OF DEFAULT RE UNDER SUPERIOR
MOR Borrower and Lender request the holder of	TGAGES OR any mortgage, ender's address eclosure action.	R DEEDS OF TRUST, deed of trust or other encumbrance with a lien which has priority ss set forth on page one of this Mortgage, of any default under the n.
A A A A A A A A A A A A A A A A A A A	ecuten filts Moi	ntgage.
Larry K Stubiet	(Seal)	Andre & Statemana 10 "
LÁRRY K STROHMEYER	-Borrower	SANDRA L STROHMEYER -Borrower
	(Seal)	(Seal)
600	-Borrower	-Вогтоwег
	(Seal)	(Seal)
Jox	-Borrower	-Вопоwer
	(Seal)	(0.1)
	Go rower	-Borrower
	C	[Sign Original Only]
STATE OF ILLINOIS, I, Carlott Meming Dudley a Notary Public in and for said county and state do LARRY K STROHMEYER SANDRA L STROHM	hereby certify	County ss:
subscribed to the foregoing instrument, appearsigned and delivered the said instrument as his/her/Given under my hand and official seal, this	ared before me their free and ve	n, personally known to me to be the same person(s) whose name(s) me this day in person, and acknowledged that he/she/they voluntary act, for the uses and purposes therein set forth.
My Commission Expires: 6-1-2009	(Notary Public Notary Public
		OFFICIAL SEAL Notary Public - State of Illinois CARLETT FLEMING-DUDLEY

0060354073



My Comm. Expires JUNE 01, 2009

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ATTACHMENT A

Property Description

Grantor:

Legal:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

LOT THIRTELN (13) IN BLOCK TWO (2) IN LANSING MEADOW, BEING A SUBDIVISION OF (EXCEPT THE S'OUTH 264.0 FEET OF THE WEST 645.0 FEET)AND (EXCEPT THE SOUTH 125.0 FEET OF THE EAST §).0 FEET) THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 31, TOWN 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN.

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

PID:

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RIDER TO DEED OF TRUST/MORTGAGE/SECURITY DEED

Date:

3/13/2007

The escrow of taxes and insurance required in Paragraph 2 of your DEED OF TRUST/MORTGAGE/SF CURITY DEED to

FIRST HORIZON HOME LCAY. CORPORATION is hereby waived and you are not ried that you are not required to deposit with

FIRST HORIZON HOME LOAN CORPORATION any of the amounts set forth in said paragraph, provided:

- (a) Escrows for future taxes and a surrance premiums are being collected and maintained by the holder or servicer of the mortgage loan superior to our lien; or
- (b) If you pay your own taxes and insurence premiums, you fulfill your obligation to keep taxes and insurance premiums current with respect to the property secured hereby.

This waiver does not, in any way, release you from your obligation to make escrow payments of taxes and insurance to the holder of any prior mortgage, nor does it relieve you of your obligation to keep taxes and insurance premiums current with respect to the secured property.

All payments will be applied first to the accrued interest and next to the unpaid principal of your loan. The exact amount of your final payment, finance charge, and total of payments will be somewhat more or less than the amounts shown if we do not receive each payment on the scheduled payment date.

RECEIPT ACKNOWLEDGED:

Janus & Stoling LARRY & STROHMEYER	Sandra L STROHMEYER
	·

2nd Rider

CB6D082 Revised 8/01