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Return To:
AMERICAN BROKERS CONDUIT
4650 Regent Blvd., Suite 100
Irving, TX 75063-2250

Doc#: 0713455051 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/14/2007 11:30 AM Pg: 1 of 19

Prepared By:
Leah Smith
4200 Commerce Court
Suite 101
Lisle, IL
60532

07200675

to be re-recorded w/ correct year

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100024200017262334



0723255055

Doc#: 0723255055 Fee: \$40.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 08/20/2007 12:29 PM Pg: 1 of 9

SUCCESS TITLE SERVICES, INC.
400 Skokie Blvd Ste. 380
Northbrook, IL 60062

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 April 27, 2007 together with all Riders to this document.
- (B) "Borrower" is Chicago Title Land Trust Company under trust agreement dated January 19, 2007 and known as trust number 8002348081

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

DOC #: 323151

APPL #: 0001726233

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3014 1/01

VMP -6A(IL) (0010)

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Initials: *[Signature]*

VMP MORTGAGE FORMS - (800)521-7291



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(D) "Lender" is AMERICAN BROKERS CONDUIT

Lender is a Corporation
organized and existing under the laws of State of New York
Lender's address is 538 Broadhollow Road, Melville, NY 11747

(E) "Note" means the promissory note signed by Borrower and dated April 27, 2007
The Note states that Borrower owes Lender Five Hundred Fifty Seven Thousand and
No/100

(U.S. \$557,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than June 1, 2037

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property"

(G) "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.

(H) "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"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "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.

(J) "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.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check,
draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument,
computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an
account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine
transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

(M) "Miscellaneous Proceeds" means any compensation, settlement, award or damages, or proceeds paid by
any third party (other than insurance proceeds paid under the coverages described in Section 5) 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; or (iv) misrepresentations of, or omissions as to, the value and/or
condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the
Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its
implementing regulation, Regulation X (24 C.F.R. 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.

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(Q) "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.

TRANSFER OF RIGHTS IN THE PROPERTY

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 mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the _____ County [Type of Recording Jurisdiction] of Cook [Name of Recording Jurisdiction]:

See title description.

Parcel ID Number: 04-16-214-025
~~1972 SUMMERTON PLACE~~
~~Northbrook~~
("Property Address"):

which currently has the address of _____ [Street] _____ [City], Illinois 60062 [Zip Code]

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

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items

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MAP-6A(IL) (0010)

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Initials: 

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Success Title Services, Inc.

As an Agent for Tigor Title Insurance Company

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Policy is described as follows:

LOT 12 IN BLOCK 13 IN NORTHBROOK PARK UNIT NUMBER 2, A SUBDIVISION OF THE SOUTH 1/2 OF LOTS 1 AND 2, ALL OF LOT 7, AND THE WEST 1/2 OF LOT 8 OF THE SCHOOL'S TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPTING THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, THENCE WEST ALONG THE SOUTH LINE OF LOT 1, 660.14 FEET, THENCE NORTH 230.94 FEET, THENCE EAST 660.14 FEET, TO A POINT ON THE CENTER LINE OF SHERMER AVENUE, THENCE SOUTH 230.04 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PIN: 04-16-214-025

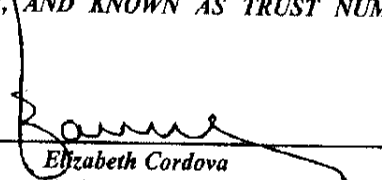
Property of Cook County Clerk's Office

UNOFFICIAL COPY

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, successor trustee to THE CHICAGO TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

CHICAGO TITLE LAND TRUST COMPANY, successor trustee to THE CHICAGO TRUST COMPANY, UNDER TRUST AGREEMENT DATED January 19, 2007, AND KNOWN AS TRUST NUMBER 8002348081 AND NOT PERSONALLY.

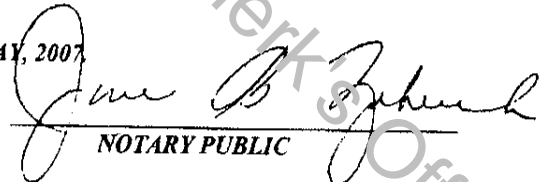
By:

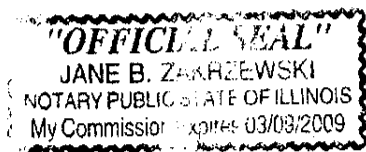

Elizabeth Cordova
Assistant Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned a Notary Public in and for said County and State, do hereby certify that ELIZABETH CORDOVA, an officer of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said corporation signed and delivered this instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 2nd. day of MAY, 2007.


NOTARY PUBLIC



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

Witnesses:

**SEE ATTACHED EXCULPATORY
CLAUSE FOR SIGNATURE** (Seal)

CHICAGO TITLE LAND TRUST COMPANY UNDER TRUST AGREEMENT
DATED JANUARY 19, 2007 AND KNOWN AS TRUST NUMBER 80234808 -Borrower

**SEE ATTACHED EXCULPATORY
CLAUSE FOR SIGNATURE**

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

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STATE OF ILLINOIS, Cook
I,
state do hereby certify that

County ss:
, a Notary Public in and for said county and

CHICAGO TITLE LAND TRUST COMPANY UNDER TRUST AGREEMENT
DATED JANUARY 19, 2007 AND KNOWN AS TRUST NUMBER 8002348081

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of April, 2007

My Commission Expires:

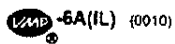
Notary Public

Property of Cook County Clerk's Office

DOC #: 123165

APPL #: 0001726233

Initials: _____



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LAND TRUST RIDER TO THE MORTGAGE

This Rider is dated 04/26/07, and is part of and amends and supplements the Note of the same date executed by the undersigned (Val Z. Evalen) and secured by a Mortgage ("Security Instrument") of same date to Chicago Title Land Trust Company under Trust agreement dated January 19, 2007 and known as Trust number 8002348081.

("Note Holder"). The Security Instrument covers the property described in the Security Instrument and located at:

1972 Summertown Place
Northbrook, IL 60062

The Trustee agrees that the Security Instrument is amended and supplemented to read as follows:

- A. The Property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not limited to, the right of any beneficiary of the trust agreement executed by the Trustee and covering the Property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such a right is classified as real or personal property.
- B. The entire principal sum remaining unpaid together with accrued interest thereon shall, at the Note Holder's election and without notice, be immediately due and payable if all or any part of the Property or any right in the Property is sold or transferred without the Note Holder's prior written permission. "Sale or transfer" means the conveyance of property or any right, title interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, assignment of beneficial interest in a land trust or any other method of conveyance or real personal property interest.
- C. The trustee warrants that it possesses full power and authority to execute this Security Instrument.
- D. The Borrower described in the Security Instrument is the Trustee under the Trust Agreement dated 01/19/07 and known as Trust No. 8002348081. The Security Instrument is executed by the Trustee, not personally but as such Trustee in the exercise of the authority conferred upon as Trustee under the trust described in the foregoing sentence. The Trustee is not personally liable on the Note secured by this Security Instrument.

By signing this Rider, I (we) agree to all of the above.

CHICAGO TITLE LAND TRUST COMPANY
85 W. ALGONQUIN ROAD, SUITE 430
ARLINGTON HEIGHTS, IL 60005

(Borrower/Trustee)

as Trustee under Trust Agreement dated 01/19/07
And known as Trust No. 800234808

By: [Signature]
(Signature)

Its: ASST. VICE PRESIDENT
(Title)

**SEE ATTACHED EXCULPATORY
CLAUSE FOR SIGNATURE**

Val Z. Evalen - Borrower (Beneficiary) _____ - Borrower (Beneficiary)

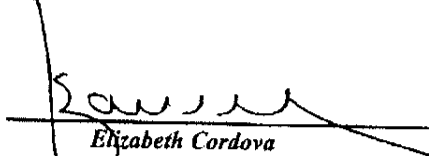
_____ - Borrower (Beneficiary) _____ - Borrower (Beneficiary)

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It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, successor trustee to THE CHICAGO TRUST COMPANY, successor trustee to CHICAGO TITLE AND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

CHICAGO TITLE LAND TRUST COMPANY, successor trustee to THE CHICAGO TRUST COMPANY, UNDER TRUST AGREEMENT DATED January 19, 2007, AND KNOWN AS TRUST NUMBER 8002348081 AND NOT PERSONALLY.

By:


 Elizabeth Cordova
 Assistant Vice President

Property of Cook County Clerk's Office