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Cook County Recorder of Deeds  
Date: 09/12/2007 10:41 AM Pg: 1 of 16

412502130

Ana-Maria Roat  
E-LOAN, Inc.  
6230 Stoneridge Mall Road  
Pleasanton, CA 94588  
APN #: 05-19-413-017

Title Order No. : 10-10066297  
Escrow No. : 10-10066297

## MORTGAGE HOME EQUITY LINE OF CREDIT (Securing Future Advances)

LOAN #: E0629196

MIN #: 100039650006291962

THIS MORTGAGE is given on  
PATRICK J. MCINTYRE, A MARRIED MAN

August 23, 2007

The mortgagor is

This Mortgage is given to "MERS". "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 Mortgage.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS. In this Mortgage, the terms "you", "your" and "yours" refer to the trustor(s). The terms "we," "us" and "our" refer to **E-LOAN, Inc.**

whose address is 6230 Stoneridge Mall Road, Pleasanton, CA 94588

**UNOFFICIAL COPY**Loan #: **E0629196**

Pursuant to a Home Equity Line of Credit Agreement dated the same date as this Mortgage ("Agreement"), you may incur maximum unpaid loan indebtedness (exclusive of interest thereon) in amounts fluctuating from time to time up to the maximum principal sum outstanding at any time of **Fifty Thousand And Zero/100**

Dollars (U.S. **\$50,000.00** )All amounts due under the Agreement must be paid in full no later than **September 01, 2017**

You agree that this Mortgage shall continue to secure all sums now or hereafter advanced under the terms of the Agreement including, without limitation, such sums that are advanced by us whether or not at the time the sums are advanced there is any principal sum outstanding under the Agreement. The parties hereto intend that this Mortgage shall secure unpaid balances, and all other amounts due to us hereunder and under the Agreement.

The Mortgage secures to us: (a) the repayment of the debt evidenced by the Agreement, with interest and all refinancings, renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced under this Mortgage to protect the security of this Mortgage; and (c) the performance of your covenants and agreements under this Mortgage and the Agreement. For this purpose and in consideration of the debt, you do hereby mortgage, grant and convey to MERS (solely as nominee for us and our successors and assigns) and to the successors and assigns of MERS the following described property located in **Cook**

County, Illinois:

See Exhibit "A"/legal description attached hereto and made a part hereof.

See Exhibit "B" Limited Power of Attorney

See Exhibit "C" Same name Affidavit

APN #: **05-19-413-017**which has the address of **187 Lagoon Dr, Northfield,**Illinois **60093**

(Property Address)

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property." You understand and agree that MERS holds only legal title to the interests granted by you in this Mortgage, but, if necessary to comply with law or custom, MERS (a. 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 Mortgage.

**YOU COVENANT** that you are lawfully seised of the estate hereby conveyed and have the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**YOU AND WE** covenant and agree as follows:

**1. Payment of Principal, Interest and Other Charges.** You shall pay when due the principal and interest owing under the Agreement and all other charges due hereunder and due under the Agreement.

**2. Application of Payments.** Unless applicable law provides otherwise, all payments received by us under the Agreement and Section 1 shall be applied by us as provided in the Agreement.

Initials: PM/TB  
MM/TB

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Loan #: E0629196

**3. Prior Mortgages; Charges; Liens.** You have disclosed to us and obtained our approval of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. You shall perform all of your obligations under any mortgage, deed of trust or other security instruments with a lien which has priority over this Mortgage, including your covenants to pay payments when due. You shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage or any advance under this Mortgage, and leasehold payments or ground rents, if any. Upon our request, you shall promptly furnish to us all notices of amounts to be paid under this paragraph and receipts evidencing any such payments you make directly. You shall promptly discharge any lien (other than a lien disclosed to us in your application or in any title report we obtained) which has priority over this Mortgage or any advance under this Mortgage.

If applicable law authorizes us to do so, we specifically reserve to ourself and our successors and assigns the unilateral right, upon an event of default in payment taxes, assessments or insurance on the Property, to require, upon notice, that you pay to us on the day monthly payments are due an amount equal to one-twelfth (1/12) of the yearly taxes, and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth (1/12) of yearly premium installments for hazard and mortgage insurance, all as we reasonably estimate initially and from time to time, as allowed by and in accordance with applicable law.

**4. Hazard Insurance.** You shall keep the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding and earthquakes, for which we may require insurance. This insurance shall be maintained in the amounts and for the periods that we require. You may choose any insurer reasonably acceptable to us. Insurance policies and renewals will be acceptable to us and shall include a standard mortgagee clause. If we require, you shall promptly give us all receipts of paid premiums and renewal notices. If you fail to maintain coverage as required in this section, you authorize us to obtain such coverage as we in our sole discretion determine appropriate to protect our interest in the Property in accordance with the provisions in Section 6. You understand and agree that any coverage we purchase may cover only our interest in the Property and may not cover your interest in the Property or any personal property therein. You also understand and agree that the premium for any such insurance may be higher than the premium you would pay for such insurance. You shall promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so.

We may also, at our option and on your behalf, adjust and compromise any claims under the insurance, give releases or acquittances to the insurance company in connection with the settlement of any claim and collect and receive insurance proceeds. You appoint us as your attorney-in-fact to do all of the foregoing, which appointment you understand and agree is irrevocable, coupled with an interest with full power of substitution and shall not be affected by your subsequent disability or incompetence.

Insurance proceeds shall be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security would be lessened. Otherwise, insurance proceeds shall be applied to sums secured by this Mortgage, whether or not then due, with any excess paid to you. If you abandon the Property, or do not answer within 30 days after we give notice to you that the insurer has offered to settle the claim, then we may collect and use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage whether or not then due. An application of proceeds to principal shall not require us to extend or postpone the due date of monthly payments or change the amount of monthly payments. If we acquire the Property at a forced sale following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to us to the extent if the sums secured by this Deed of Trust immediately prior to the acquisition.

You shall not permit any condition to exist on the Property which would, in any way, invalidate the insurance coverage on the Property.

**5. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** You shall not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. You shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in our good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or our security interest. You may cure such a default, as provided in Section 17, by causing the action or proceeding to be dismissed with a ruling that, in our good faith determination, precludes forfeiture of your interest in the Property or other material impairment of the lien created by this Mortgage or our security interest. You shall also be in default if you, during the loan application process, gave materially false or inaccurate information or statements to us (or failed to provide us with any material information) in connection with the loan evidenced by the Agreement, including, but not limited to, representations concerning your occupancy of the Property as a principal residence. If this Mortgage is on a leasehold, you shall comply with the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If you acquire fee title to the Property, the leasehold and fee title shall not merge unless we agree to the merger in writing.

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mm/TB

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Loan #: E0629196

**6. Protection of Our Rights in the Property; Mortgage Insurance.** If you fail to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any sums secured by a lien which has priority over this Mortgage or over any advance under the Agreement or this Mortgage, appearing in court, paying reasonable attorney's fees, paying any sums which you are required to pay under this Mortgage and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this Section; and amounts we pay under this Section shall become additional debts you owe us and shall be secured by this Mortgage. These amounts shall bear interest from the disbursement date at the rate established under the Agreement and shall be payable, with interest, upon our request. If we required mortgage insurance as a condition of making the loan secured by this Mortgage, you shall pay the premiums for such insurance until such time as the requirement for the insurance terminates.

**7. Inspection.** We may enter and inspect the Property at any reasonable time upon reasonable notice.

**8. Condemnation.** The proceeds of any award for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to us. If the Property is abandoned, or if, after notice by us to you that the condemnor offers to make an award or settle a claim for damages, you fail to respond to us within 30 days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restore or repair of the Property or to the sums secured by this Mortgage, whether or not then due. Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments payable under the Agreement and Section 1 or change the amount of such payments.

**9. No Release Upon Extension or Modification.** Our granting of any extension of time for payment or our agreement to modify the terms of repayment of the obligations under the Agreement or the requirements in this Deed of Trust shall not operate to release you from your obligations or liability under the Agreement or this Mortgage.

**10. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Mortgage shall bind and benefit your successors and permitted assigns. Your covenants and agreements shall be joint and several. Anyone who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey such person's interest in the Property; (b) is not personally obligated to pay the Agreement, but is obligated to pay all other sums secured by this Mortgage; and (c) may agree to extend, modify, forbear or make any accommodations regarding the terms of this Mortgage or the Agreement without such person's consent.

**11. Loan Charges.** If the loan secured by this Mortgage 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: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you which exceed permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

**12. Notices.** Unless otherwise required by law, any notice to you provided for in this Mortgage shall be delivered or mailed by first class mail to the Property Address or any other address you designate by notice to us, and any notice to us shall be delivered or mailed by first class mail to our address stated above or any other address we designate by notice to you.

**13. Governing Law; Severability.** The interpretation and enforcement of this Mortgage shall be governed by the law if the jurisdiction in which the Property is located, except as preempted by federal law. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Agreement are declared to be severable.

**14. Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred without our prior written consent, we may at our option, require immediate payments in full of all sums secured by this Mortgage. However, this option shall not be exercised by us if exercise is prohibited by federal law as of the date of this Mortgage.

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mm/TP

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**15. Sale of Agreement; Change of Loan Servicer.** The Agreement or a partial interest in the Agreement (together with this Mortgage) may be sold one or more times without prior notice to you. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to the Agreement. If there is a change of the Loan Servicer, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any information required by applicable law.

**16. Hazardous Substances.** You shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this Mortgage, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, and other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Mortgage, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**17. Acceleration; Remedies.** You will be in default if (1) any payment required by the Agreement or this Mortgage is not made when it is due; (2) we discover that you have committed fraud or made a material misrepresentation in connection with the Agreement; or (3) your action, or your failure to act, adversely affects our security for the Agreement or any right we have in the Property. If a default occurs, we will give you notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to you, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform you of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense you may have to acceleration and sale. If the default is not cured on or before the date specified in the notice, we, at our option, may require immediate payment in full of all sums secured by this Mortgage without further demand and may invoke the power of sale and other remedies permitted by applicable law. We shall be entitled to collect all expenses incurred in pursuing remedies provided in this Section 17, including, but not limited to, reasonable attorneys' fees as permitted by applicable law.

**18. Discontinuance of Enforcement.** Notwithstanding our acceleration of the sums secured by this Mortgage under the provisions of Section 17, we may, in our sole discretion and upon such conditions as we in our sole discretion determine, discontinue any proceedings begun to enforce the terms of this Mortgage.

**19. Release.** Upon payment of all sums secured by this Mortgage, we or the Trustee shall release this Mortgage. You shall pay any recordation or filing costs and any fees paid to a third party for services rendered in reconveying or releasing this Mortgage, to the extent allowed by law.

**20. Additional Charges.** You agree to pay reasonable charges as allowed by law in connection with the servicing of this loan including, without limitation, the costs of obtaining tax searches and subordinations, provided, however, that nothing contained in this section is intended to create and shall not be construed to create any duty or obligation by us to perform any such act, or to execute or consent to any such transaction or matter, except a release of the Mortgage upon full repayment of all sums secured thereby.

**21. Waiver.** No waiver by us at any time of any term, provision or covenant contained in this Mortgage or in the Agreement secured hereby shall be deemed to be or construed as a waiver of any other term, provision or covenant or of the same term, provision or covenant at any other time.

**22. Waiver of Homestead.** You waive all rights to homestead exemption in the Property.

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MM/TB

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

- Condominium Rider
- 1-4 Family Rider
- Planned Unit Development Rider
- Other(s) [specify]

**Equity Line Rider**

BY SIGNING BELOW, You accept and agree to the terms and covenants contained in this Mortgage and in any rider(s) executed by you and recorded with it.

*Patrick J. McIntyre*  
*4/23/07*  
 PATRICK J. MCINTYRE ← Date

*Molly McIntyre*  
*8/23/07*  
 MOLLY MCINTYRE\* ← Date  
*Non-vested spouse*

\*By Thomas Betz as Attorney in Fact

*Pennsylvania*  
 State of ~~ILLINOIS~~  
 County of: *Allegheny*

The foregoing instrument was acknowledged before me this *August 23 2007* (date)  
 by **PATRICK J. MCINTYRE AND MOLLY MCINTYRE** by *Thomas Betz as Attorney in Fact*

(name of person acknowledged).

COMMONWEALTH OF PENNSYLVANIA  
 Notarial Seal  
 Magda Esposito, Notary Public  
 Moon Twp., Allegheny County  
 My Commission Expires Oct. 4, 2009  
 Member, Pennsylvania Association of Notaries

*Magda Esposito*  
 (Signature of Person Taking Acknowledgement)  
 Magda Esposito  
 Notary Public (Title or Rank)

(Serial Number, if any)

*PM JB*  
 Initials: *mm/JP*

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LOAN #:E0629196

**Equity Line Rider**

MIN #: 100039650006291962

(Open end credit with  fixed rate  variable rate interest)

This Equity Line Rider is dated **August 23, 2007** and is an amendment to the Mortgage or Deed of Trust ("Mortgage") of the same date and given by the undersigned, **PATRICK J. MCINTYRE & MOLLY MCINTYRE\***

("Borrower") to secure Borrower's Home Equity Line Agreement with **E-LOAN, Inc.**

("Lender") of the same day covering the property described in the Mortgage and located at: **187 Lagoon Dr, Northfield, IL 60093**

In addition to the covenants and agreements made in the property described in the Mortgage, Borrower and Lender further covenant and agree as follows:

1. The word "Note", as used in the Mortgage and this Rider, refers to the Home Equity Line of Credit Agreement.
2. The Note evidences an open end revolving line of credit agreement between Borrower and Lender under which future advances will be made. The amount stated in the Mortgage as the principal sum of the indebtedness is the current credit limit for the line of credit. All future advances from Lender to the Borrower under such evidence of debt, whether obligatory or discretionary shall be secured by the Mortgage. All obligatory future advances and advances to cure breaches of covenants contained in the Mortgage are secured as if made on the date of this Mortgage. Nothing in this Mortgage shall constitute a commitment to make additional or future loans or advances which exceed **\$50,000.00** (which replicates the current provision in the parties written agreement providing for obligatory future advances.) All sums advanced and expenses incurred by Lender for insuring, preserving, or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument are additional obligations of the Borrower secured by this Mortgage, and shall bear interest from the date of such advances.

3. The Note provides for:

A variable rate of interest expressed as a daily periodic rate equal to 1/365 of an annual rate of **1.125%** plus the "Index Rate". The daily periodic rate may increase if the highest prime rate published in the Wall Street Journal "Money Rates" table (the "Index Rate") increases. The initial daily periodic rate is **0.0260**. The annual percentage rate will never be more than **18.000%**. The daily periodic rate will be adjusted on the first business day of every month, using the index rate in effect that day. Any increase in the daily periodic rate may increase the monthly payment due.

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$50,000.00 LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.**

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LOAN #: E0629196

*Patrick J. McIntyre*  
*h. Thomas Betz*

**PATRICK J. MCINTYRE** ✖

(SEAL)

*Molly McIntyre*  
*h. Thomas Betz*

**MOLLY MCINTYRE** ✖

(SEAL)

*Not-vested spouse*

\*By Thomas Betz as Attorney in Fact

Property of Cook County Clerk's Office



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## EXHIBIT "A"

ALL THAT PARCEL OF LAND IN COUNTY OF COOK, STATE OF ILLINOIS AS MORE FULLY DESCRIBED IN DOCUMENT 0628531069 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

LOT 1 IN TOMICH SUBDIVISION OF THE WEST 5 ACRES OF THE SOUTH 27 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTH 787.85 FEET OF SAID WEST 5 ACRES, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED MARCH 19, 1998, AS DOCUMENT 98217001, IN COOK COUNTY, ILLINOIS

HEREBY RELEASING AND WAIVING ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS,

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

APN: 05-19-413-017

Proposed Cook County Clerk's Office

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## Exhibit B

### LIMITED POWER OF ATTORNEY

**Caution:** this is an important document. It gives the person whom you designate (your "Agent" also called "Attorney in Fact") broad powers for a specific transaction, to handle your property during a certain period of time, which may include powers to mortgage your real property with advance notice to you by web based closing. These powers will continue to exist even after you have become disabled or incompetent. This document does not authorize anyone to make medical or other health care decisions. You may execute a different document, a health care proxy to do this. If there is anything about this form that you do not understand, you should ask an attorney to explain it to you.

BE IT KNOWN, that PATRICK MCINTYRE \*

and  
MOLLY MCINTYRE

\*See Exhibit "C" Same name Affidavit

whose address is 187 Lagoon Dr  
Northfield, IL 60093

has made and appointed, and by these presents does make and appoint the following persons who are employees of LSI, namely: Greg Perdzioia, Shannon Obringer, Ryan Flaherty, Thomas Betz, Sheila Allen, Quinn Riordan and Stacey Franciscus each of whom may act separately, whose addresses are C/O LSI, at 700 Cherrington Parkway, Coraopolis PA 15108, my/our true and lawful attorney in fact (also called agent) for them and in their name, place and stead, for the following specific and limited purposes:

- (1) Refinancing of the Real Estate located at 187 Lagoon Dr, Northfield, IL 60093, and to be refinanced with E - Loan Inc-70788, said refinancing to occur on or about August 31, 2007 in an amount approximately \$ 50,000.00 .
- (2) To mortgage, finance, refinance, hypothecate, assign, transfer, and in any manner deal with the real estate to effectuate the above referenced refinancing (which may also be called "banking transactions" under state statute);
- (3) To execute, acknowledge, and deliver escrow instructions, and all Closing Documents which including but not limited to: Notes, Deeds, Mortgages/Deeds of Trust, Subordinations, security instruments, riders, attachments and addenda, including any documents necessary or requested as part of this transaction by Title Insurer, Lender or the other parties to the

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transaction, those documents needed by governmental and taxing authorities, covenants, agreements and assignments of agreements, assignments of mortgages, assignments of deeds of trust, to secure the referenced indebtedness, lien waivers, encumbrance or waiver of homestead and any marital rights necessary to obtain the financing, settlement statements, truth in lending disclosures, loan applications, HUD 1 and other written instruments of whatever kind and nature, all upon such terms and conditions as said attorney in fact (also called agent) shall approve.

Further giving and granting said attorney in fact (also called agent), full power and authority to do and perform all and every act and thing whatsoever necessary to be done in and about the specific and limited premises (setout herein) as fully, to all intents and purposes, as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact (also called agent) should lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall become effective immediately, and shall not be affected by my subsequent disability, incapacity or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue until the Mortgage/Deed of Trust is recorded in the appropriate office. I may revoke this Power of Attorney at any time by providing written notice to my Attorney in Fact (also called agent), however such revocation shall not be effective as to third parties acting in reliance upon this Power of Attorney if recorded, unless and until the revocation is similarly recorded in the same county and state registry or other established records for the recording of Powers of Attorney. This Power of Attorney is limited to a specific refinance, and the powers noted shall continue only through and including any post closing corrections, amendments and follow up procedures, but shall cease when the refinance and all post-closing matters are fully accomplished.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

Dated August 21, 2007 at \_\_\_\_\_

  
 \_\_\_\_\_  
 PATRICK MCINTYRE

Partial Password 9958

  
 \_\_\_\_\_  
 MOLLY MCINTYRE

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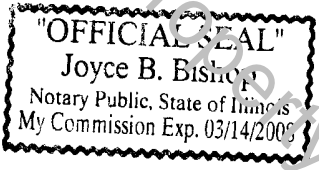
State of Illinois

County of Cook

On 8/21/07 before me, Joyce B. Bishop, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared PATRICK MCINTYRE MOLLY MCINTYRE

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

My Commission Expires: 3/14/08 Joyce B. Bishop  
SIGNATURE OF NOTARY Joyce B. Bishop

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNEER DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
  - CORPORATE OFFICER
- 
- TITLE(S)
- PARTNER(S)       LIMITED
  - GENERAL
  - ATTORNEY IN FACT
  - TRUSTEE
  - GUARDIAN/CONSERVATOR
  - OTHER \_\_\_\_\_

---

TITLE OR TYPE OF DOCUMENT

---

NUMBER OF PAGES

---

DATE OF DOCUMENT

---

SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

# UNOFFICIAL COPY

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

printed name of witness: \_\_\_\_\_  
(if required)

printed name of witness: \_\_\_\_\_  
(if required)

Specimen signature of AGENT/Attorney in Fact:

  
\_\_\_\_\_  
*Thomas Bete*

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## ACKNOWLEDGMENT OF ATTORNEY-IN-FACT

I, AGENT, have read the attached power of attorney and am the person identified as the attorney-in-fact (the "agent") for the principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in state law., when I act as agent:

I shall exercise the powers for the benefit of the principal.

I shall keep the assets of the principal separate from my assets.

I shall exercise reasonable caution and prudence.

I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

Thomas Betz

AGENT

TLB

Signature of Attorney-in-Fact

8/23/07

Date

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## Exhibit C SAME NAME AFFIDAVIT

Before me, the undersigned authority, this day personally appeared Patrick McIntyre  
\_\_\_\_\_ (“Affiant”) who being by me first duly sworn, affirmed as follows:

1. Affiant is one and the same person as: Patrick J McIntyre  
\_\_\_\_\_

2. Affiant may also be known by the following name variances (sign those variables or write N/A if that name has never been used for you):

First initial, second initial, full last name: \_\_\_\_\_  
First and middle initials and last name: \_\_\_\_\_  
Nicknames: \_\_\_\_\_

Affiant states that they were previously known as \_\_\_\_\_, but due to marriage/divorce, have taken the name of \_\_\_\_\_ and that name is now their true and correct legal name.

Affiant states that they were previously known as \_\_\_\_\_, but due to a court order changing their legal name, have taken the name of \_\_\_\_\_ and that name is now their true and correct legal name per Court Order recorded at in \_\_\_\_\_ county \_\_\_\_\_, DBV \_\_\_\_\_ page \_\_\_\_\_;

2. This affidavit is given in reference to the conveyance/purchase/refinance of the property described as: \_\_\_\_\_.

# UNOFFICIAL COPY

AFFIANT is making this affidavit for the benefit of LSI/ Chicago Title Insurance/Fidelity Title Insurance who is relying upon the total correctness of this affidavit for issuing title insurance. When I sign below I am affirming this as my legal signature for any conveyance/refinance/purchase document no matter what variance may show in the typing of my name, and for all names by which I may be known.

Intending to be bound, I have signed this 23 day of August, 2007.

*Patrick McIntyre*  
*LSI/Chicago Title*

(SIGNATURE)

Patrick McIntyre

(PRINT NAME OF AFFIANT)

\_\_\_\_\_  
Witness

\*By Thomas Betz as Attorney in Fact

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness Printed Name

STATE OF PA  
COUNTY OF Allegheny

Sworn to and subscribed before me this 23 day of August, 2007, by Patrick McIntyre  
by Thomas Betz as Attorney in Fact, who was personally known to me or who presented  
\_\_\_\_\_ as identification.

Commission No.  
Commission Expiration:

*Magda Esposito*  
\_\_\_\_\_  
(Signature of Notary)  
Magda Esposito  
10.4.09

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Magda Esposito, Notary Public  
Moon Twp., Allegheny County  
My Commission Expires Oct. 4, 2009  
Member, Pennsylvania Association of Notaries

(Printed name of Notary- Stamp/Seal if required)



U41250839-01EC16

MORTGAGE  
LOAN# E0629196  
US Recordings