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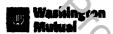
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When Recorded Mail to:
Optima Information Solutions
3 First American Way
Santa Ana, CA 92707
WAMU

SNC

Doc#: 0731004094 Fee: \$46.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 11/06/2007 11:04 AM Pg: 1 of 12

This Mortgage prepared by: JANARDHAN JEYAPAL WASHINGTON MUTUAL BANK 20855 STONE OAK PKWY BLDG B SAN ANTONIO, TX 78258-7429



MORTGAGE

Loan Number: 0789108743

THIS MORTGAGE IS from:
YVONNE L. ALDERSON AND BILLY KEITH ALDERSON

whose address is:

145 E 163RD ST UNIT NO. 15 SOUTH HOLLAND, IL 60473

("Borrower") in favor of:

WASHINGTON MUTUAL BANK, A FEDURAL ASSOCIATION, WHICH IS ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA AND WHOSE ADDRESS IS 2273 N GREENVALLEY PARKWAY, SUITE #14, HENDERSON, NV 89014 ("LENDER") AND ITS SUCCESSORS OR ASSIGNS.

1. Granting Clause Borrower hereby grants, bargains, sells, mortgages and conveys to Lender and its successors and assignees, the real property in COOK County, Illinois, described below, and all interest in it Borrower ever gets:

SHOWN ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

Tax Parc	el N	umber:				29-22-10)2-0	24-	105	8				toget	ther v	vith	all
insurance	and	conder	nnation	proce	eds	related	to	it;	all	incor	me,	rents	and	profits	from	it;	all
plumbing,	lighti	ng, air	conditio	ning,	and	heating	apı	para	itus	and	equ	ipment;	and	all fe	ncing,	blin	ds,

0731004094 Page: 2 of 12

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0789108743

drapes, floor coverings, built-in appliances, and other fixtures at any time installed on or in or used in connection with such real property.

All of the property described above is called the "Property." To the extent any of the Property is personal property Borrower grants Lender, as secured party, a security interest in all such property and this Mortgage shall constitute a security agreement between Borrower and Lender.

2. Security.			
	given to secure performance	of each promise of Borrower of	contained
herein and the payment of:	•	·	
TH	RTY THOUSAND AND 00/10	0	Dollars
(\$30,000 29 (called t	ne "Loan") with interest as	provided in the promissory no	te which
evidences the Lcan (the "Note"	•	•	
secures payment of certain fees	and costs of Lender as pro-	vided in Section 10, and repa	yment o
money advanced tyender ur	ider Section 6 or otherwise	to protect the Property or	Lender's
interest in the Property. All of t	hese amounts are collectively	called the "Debt." The Note	provides
that unless sooner repail, the	loan is due and payable in	n full on11/02/2017	("the
Maturity Date").			
		ge, this Mortgage shall also se	
constitute a lien on the Prope	* N	•	-
purpose within thirty (30) years	after the date of this Mortga	age, just as if the advance we	ere made
on the date of the Mortgage.		•	
amount of the indebtedness tha			
time to time but the total unpaid			
two times the maximum credit I			
accrued interest and all of Lender	's costs, expenses and disbur	sements made under this Mortg	age.
	96		
	Note secured by this No	rtgage provides for a variable	e rate o
interest.	· /		

3. Representations of Borrower Borrower warrants and represents that:

- (a) Borrower is the owner of the Property, which is unear imbered except by easements, reservations, and restrictions of record not inconsistent with the interced use of the Property and any existing mortgage or deed of trust given in good faith and for value, the existence of which has been previously disclosed in writing to Lender; and,
 - (b) The Property is not used for any agricultural or farming purposes.

4. Promisesof Borrower Borrower promises:

- (a) To keep the Property in good repair; not to move, alter or demolish any of the improvements on the Property without Lender's prior written consent; and not to sell or transfer the Property or any interest in the Property in violation of the provisions of Section 5;
- (b) To allow representatives of Lender to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;
 - (c) To pay on time all lawful taxes and assessments on the Property;
- (d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust on the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;
- (e) To see to it that this Mortgage remains a valid lien on the Property superior to all liens except those described in Section 3(a), and to keep the Property free of all encumbrances which may impair Lender's security. It is agreed that if anyone asserts the priority of any encumbrance

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0731004094 Page: 3 of 12

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0789108743

other than those described in Section 3(a) over this Mortgage in any pleading filed in any action, the assertion alone shall be deemed to impair the lien of the Mortgage for purposes of this Section 4(e); and

- (f) To keep the improvements on the Property insured by a company satisfactory to Lender against fire and extended coverage perils, and against such other risks as Lender may reasonably require, in an amount equal to the full insurable value, and to deliver evidence of such insurance coverage to Lender. Lender shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Note or, at Lender's sole option, released to Borrower. In the event of foreclosure or sale of the Property all rights of the Borrower in insurance policies then in force shall pass to the purchaser at the Sheriff's sale.
- 5. Sale, Transfer, or Further Encumbrance of Property. The Loan is personal to Borrower, and the entire Debt shall be accelerated and become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Borrower including, without limit, further encumbrance of the Property. A sale or other transfer of the Property or any interest therein by Borrower without the full repayment of the Debt shall constitute an event of default hereunder.
- 6. Curing of Defaults. If Bc rower fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage or deed of trust, Lender may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Borrower's failure to comply. Repayment of Lender of all the money spent by Lender on behalf of Borrower shall be secured by this Mortgage. The amount spent shall bear interest at the rate specified in the Note and be repayable by Borrower on demand.

7. Remedies of Default.

(a) Prompt performance under this Mortgage is essential. If Borrower does not pay any installment of the Loan on time, or if there is a breach of any of the promises contained in this Mortgage, or any other document securing the Loan, Borrower will be in default and the Debt and any other money whose repayment is secured by this Mortgage shall immediately become due and payable in full, at the option of Lender. If Borrower is in default and Lender exercises its right to demand repayment in full, the total amount owed by Borrower on the day repayment in full is demanded until repaid in full.

(b) Upon the occurrence of a default as set forth in Section 7(a) accye, Lender may institute an action to foreclose this Mortgage under Illinois law and Lender have seek any other

remedies available to it under applicable Illinois law.

(c) The foreclosure of this Mortgage is not the exclusive remedy of Lender to collect the Debt. Lender may, upon the occurrence of a default, as set forth in Section 7(a) abov 3, nstitute any other remedies available to a creditor under Illinois law. In connection with any portion of the Property which is personal property, Lender shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the State of Illinois

- (d) By accepting payment of any sum secured by this Mortgage after its due date, Lender does not waive its right to require prompt payment when due of all other sums so secured or to declare a default for failure to so pay.
- 8. Notice and Opportunity to Cure Defaults. Except in the case of abandonment or other extreme circumstances, Lender shall, at least thirty (30) days prior to declaring the entire Debt immediately due and payable in full and/or exercising any of the other remedies for default specified

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0789108743

in Section 7, send to Borrower, by certified mail, a notice of default specifying the nature of the default and in the case of a payment default, the sum of the payments in default and any applicable late charges.

Borrower will have thirty (30) days from the postmarked date of such default notice to cure the default and during such thirty (30) day period, Lender shall not, in the absence of extreme circumstances, declare the entire Debt immediately due and payable in full and/or pursue any of the other remedies for default specified in Section 7. The above notwithstanding, Borrower shall be entitled to only two (2) such default notices in any twelve (12) month period, and if subsequent defaults occur within that twelve (12) month period, Lender may exercise its remedies for default immediately and without notice to Borrower.

- 9. Condempetion; Eminent Domain. In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully strisfy the Debt and all other obligations secured by this Mortgage, shall be paid to Lender to be applied thereto in the same manner as payments under the Note.
- 10. Fees and Costs. Borrower shall pay Lender's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable attorney's fees in any lawsuit or other proceeding to foreclose this Mortgrage; in any lawsuit or proceeding which Lender is obliged to prosecute or defend to protect the lies of this Mortgage or to otherwise protect its security; and in any other action taken by Lender to collect the Debt, including any disposition of the Property under the Uniform Commercial Code.
- 11. Release Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay for all recordation costs of any satisfaction of this Mortgage and a Release Fee, except as prohibited by law.
- 12. Notice of Limitation of Future Advances. In the event the borrower executes a Notice of Limitation of Future Advances of this Mortgage in accordance with Illinois law, Borrower shall send a copy of such Notice to Lender by prepaid certified mail within two (2) business day of execution thereof to the attention of the Loan Servicing Director at the following address:

WASHINGTON MUTUAL BANK
CONSUMER LENDING - BR2CLFL
PO BOX 6868
LAKE WORTH, FL 33466

The Notice of Limitation of Future Advances of this Mortgage will not be effective unless notice is provided as set forth above.

13. **Miscellaneous** This Mortgage shall benefit and obligate the parties, their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Lender shall mean the holder and owner of the Note secured by this Mortgage, whether or not that person is named as Lender herein. The words used in this Mortgage referring to one person shall be read to refer to more than one person if two or more have signed this Mortgage or become responsible for doing the things this Mortgage requires. This Mortgage shall be governed by and construed in accordance with Federal law and to the extent Federal law does not apply, the laws of the State of Illinois.

In the event of any action hereunder or related hereto Borrower hereby waives any right to a jury trial. If any provision of this Mortgage is determined to be invalid under law, that fact shall not

0731004094 Page: 5 of 12

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0789108743

invalidate any other provision of this Mortgage, but the Mortgage shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

- 14. Payoff and Similar Statements. Unless prohibited by law, Lender may collect a fee in the amount determined by Lender, for furnishing a payoff demand statement or similar statement.
- 15. **Waiver of Homestead** Borrower hereby releases and waives all rights and benefits of the homestead exemption laws as to all indebtedness secured by this Mortgage.
- 16. Walter of Homestead Exemption by Non-Borrower To induce Lender to extend credit to Borrower, the undersigned hereby waives all right of homestead exemption laws as to all indebtedness secured by this Mortgage.

17.	Riders	If one c	more	riders	are exe	ecuted	by Borro	wer ar	nd re	corded	together	with	this	
Security	Instrume	nt, the	cvenar	nts and	d agree	ments	of each	such ri	der :	shall be	incorpora	ated	into	and
shall amo														
rider(s) w														

Condominium Rider	Li Planned Onit Development Rider
Land Trust	Other:
	(specify)
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0731004094 Page: 6 of 12

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Octobe	<u> </u>	**************************************		
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BORROWER(S):				
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YVONNE L. ALDER				1
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RYUL ROH	t. Allowan low C	untha L.	Markers, Wr	oney in fact
BILLY KOUTE ALDE	BEON BY CYNTHIA I MAD	OKUS ATTORNEY	ZINI EACT	ı "
DILL! NEITH ALDE	t Olderam, by C rson, by cynthia L Mar	KNUS, ALIOKNE	IN FACT	
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0731004094 Page: 7 of 12

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					0789	108743
STATE OF ILLINOIS)					
COUNTY OF) ss)_					
The foregoing instrument was a	cknowledged	before	me	this	175	day of
YVONNE L. ALDERSON						and
BILLY KEITH ALDERSON, BY CYNTHIA L M.	ARKUS, ATTO	RNEY IN	FACT			and
						and
						and
						and
						and
						and
who is/are personally known to me or has pas identification.	produced	الهران	11675	11		23.114-0.246-0.44
Ox						

Printed/Typed Name: Andrew And

"OFFICIAL SI'AL"
ANDREW BELL
Notary Public, State of Illinois
My Commission Expires 4/13/2010

0731004094 Page: 8 of 12

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EXHIBIT "A" ATTACHMENT TO SECURITY INSTRUMENT

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: UNIT 15B IN THE VILLAS OF SOUTH HOLLAND CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF LOT 1 IN VILLAS OF SOUTH HOLLAND, A PLANNED UNIT DEVELOPMENT, OF THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NOPTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THE PRINCIPAL MERIDIAN, LYING WEST OF THE WEST RIGHT OF WAY LIME F THE C. AND E.I RAILROAD AND LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF 162ND STREET (U.S. ROUTE 6) AND EXCEPTING THEREFROM THE SOUTH 509 FEET THEREOF, ALL IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINUM RECORDED AS DOCUMENT 97828835 RCE. TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

0731004094 Page: 9 of 12

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Recording requested by Law when recorded return it:
ATTN: RECORDING DEP.
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707
ATTN: OPTIMA INFORMATION SOLUTIONS

This document was prepared by: JANARDHAN JEYAPAL WASHINGTON MUTUAL BANK 20855 STONE OAK PKWY BLDG B SAN ANTONIO, TX 78258-7429



CONDOMINIUM RIDER

Loan Number: 0789108743

THIS CONDOMINIUM RIDER is made this 17th day of Oc	operand is
incorporated into and shall be deemed to amend and supplement a Dee	of Trust Indenture or
Mortgage of even date ("Security Instrument") given by the undersign	ned ("Borrower") to secure
performance of Borrower's obligations under Borrower's promissory no with:	e or line of credit agreement
WASHINGTON MUTUAL BANK	("Lender"). The
Security Instrument covers certain real property located at:	7.23
145 E 163RD ST UNIT NO. 15	
SOUTH HOLLAND, IL 60473	
and described more fully therein. Said Property comprises a unit in, interest in the common elements of, a condominium VILLAS OF SOUTH HOLLAND (here	together with an undivided n project known as in "Condominium Project").
If the owners' association or other entity which acts for the Condom Association") holds title to property for the benefit or use of its me Property also includes Borrower's interest in the Owners' Association benefits of Borrower's interest.	nium Project (the "Owners' mbers or shareholders, the

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0731004094 Page: 10 of 12

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CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. **CondominiumObligations** Borrower shall perform all of Borrower's obligations under the Condominium Project's; (i) Declarations or any other document which creates the Condominium Projects; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents (jointly "Constituent Document"). Borrower shall pay when due all assessments imposed by the Owners' Association.
- B. Victor dinsurance So long as the Owners' Association maintains with a generally accepted insurance carrier a "master" or "blanket" policy on the Condominium Project which is satisfactory to Londer and which provides insurance coverage against 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, then:
- (i) Borrower's obligation under the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied; and (ii) The provisions of the Security Instrument regarding assignment of insurance policies shall be superseded by any provisions of the Constituent Documents or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of the Security Instrument. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard instrance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument with the excess, if any, prid to Borrower.

- C. **Public LiabilityInsurance.** Borrower shall take such actions as may be reasonable to insure that the Owners' Association maintains a public liability policy acceptable in form, amount and extent of coverage to Lender.
- D. Condemnation The proceeds of any award or claim for damages, ciract or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of common elements or for any conveyable in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided therein with the excess if any, paid to Borrower.
- E. Lender's Prior Consent Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:
- (i) The abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or to other casualty or in the case of a taking by condemnation or eminent domain; (ii) Any material amendment to the Constituent Documents, including, but not limited to, any amendment which would adversely affect the interest of Lender or change the percentage interests of the unit owners in the Condominium Project; (iii) The effectuation of any decision by the Owners' Association to terminate professional management and assume self-management of the Condominium Project; and (iv) Any action which should have the effect of rendering the public liability insurance coverage maintained by the Owners' Association unacceptable to Lender.

0731004094 Page: 11 of 12

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0789108743

- F. Voting Rights; Notice of Meetings. Unless such rights have already been assigned to the holder or beneficiary of a prior mortgage or deed of trust, trust indenture or mortgage, the existence of which has been disclosed in writing to Lender pursuant to Security Instrument, Borrower to the extent permitted by law, hereby assigns to Lender all of Borrower's voting rights under the Constituent Documents, and irrevocably appoints Lender as its attorney and proxy to cast its votes at all times permitted or required pursuant thereto, to the extent permitted by law. If Lender's representative fails to attend a duly called meeting, then Borrower may cast its votes as though this power had not been granted to Lender. It is agreed that this power shall be coupled with an interest and may not be revoked by Borrower until the promissory note is fully satisfied and the Security Instrument released. Borrower agrees that it will cause copies of all notices of meetings and other notices required or permitted under the Constituent Documents to be sent directly to Lender.
- G. No Licility Lender assumes no liability for the performance of any obligation under Constituent Documents, except that if Lender acquires possession of the Property through foreclosure or otherwise, Lender agrees to perform and abide by all provisions thereof applicable to the owner of the Property as long as Lender retains title thereto.
- H. Default; Remedies If 3 rower breaches Borrower's covenants and agreement hereunder, including the covenant to pay when due all condominium assessments, the breach will constitute a default under the Security Instrument and Lender may invoke any remedy provided herein subject to applicable law. Without limiting the foregoing, if Borrower does not pay condominium dues and assessments when due, the Lender may hay them. Any amounts disbursed by Lender hereunder shall become additional debt of Borrower secured by the Security Instrument, shall immediately due and payable and shall bear interest from the data of disbursement at the rate specified in the note or line of credit agreement unless otherwise prohibited by applicable law.

0731004094 Page: 12 of 12

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

WHOME L. ALDERSON

Billy Keit Alderson, By Cynthia L Markers, allorey in fact BILLY KEIT ALDERSON, BY CYNTHIA L MARKUS, ATTORNEY IN FACT ALDER POR COOK COUNTY CLERK'S OFFICE