

After Recording Return To:

Messer & Stilp, Ltd.
166 W. Washington St. Suite 300
Chicago, IL 60602



Doc#: 0810218034 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/11/2008 11:40 AM Pg: 1 of 2

(FOR RECORDER'S USE ONLY)

MORTGAGE

DEFINITIONS

- (A) "Security Instrument" means this document, which is dated _____.
- (B) "Debtor" is Adan Aviles; joint and several if more than one. Debtor is the mortgagor under this Security Instrument.
- (C) "Creditor" is Debt Buyers, Inc. d/b/a Freedom Capital. Creditor, a Nevada corporation whose address is 3080 S. Durango Ste. 208 Las Vegas, NV 89117. Creditor is the mortgagee under this Security Instrument.
- (D) "Note" means the Promissory Note signed by Debtor and dated _____.
The Note states that Debtor owes Creditor \$11,000.00 as of 2/25/2008 with interest to continue to accrue. Debtor has promised to pay this debt in full in regular Periodic Payments as designated in the Note.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Debt" 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.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Creditor the repayment of the Debt. For this purpose, Debtor does hereby mortgage, grant and convey to Creditor and Creditor's successors and assigns the following described property located in the County of Cook, which currently has the address of 1544 N. 32nd Avenue, Melrose Park, Illinois 60160 ("Property Address"):
[Street] [City] [Zip Code]

THE NORTH 44 FEET OF THE SOUTH 88 FEET OF LOT 6 IN BLOCK 4 IN WILLIAM HEITMAN'S SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN # 15-04-205-058-0000

UNOFFICIAL COPY

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."

DEBTOR COVENANTS that Debtor 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. Debtor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

1. **Charges; Liens.** Debtor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument.

2. **Property Insurance.** Debtor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage."





3. **Forbearance By Creditor Not a Waiver.** Any forbearance by Creditor in exercising any right or remedy including, without limitation, Creditor's acceptance of payments from third persons, entities or Successors in Interest of Debtor or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

4. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Debtor covenants and agrees that Debtor's obligations and liability shall be joint and several. However, any individual who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; (c) agrees that Creditor and any other Debtor can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

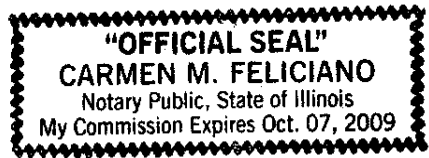
5. **Release.** Upon payment of all sums secured by this Security Instrument, Creditor shall release this Security Instrument. Debtor shall pay any recordation costs. Creditor may charge Debtor a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

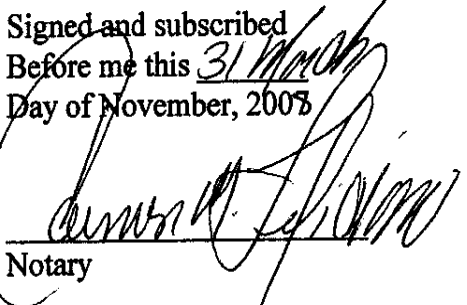
6. **Waiver of Homestead.** In accordance with Illinois law, the DEBTOR AND UNDERSIGNED HEREBY RELEASE AND WAIVE ALL RIGHTS UNDER AND BY VIRTUE OF THE ILLINOIS HOMESTEAD EXEMPTION LAWS.

BY SIGNING BELOW, Debtor(s) and/or mortgagor(s) accepts and agrees to the terms and covenants contained in this Security Instrument.

	<u>ADAN Aviles</u>	<u>12/31/08</u>
Signature	Print name	Date
		
Signature	Print name	Date

Signed and subscribed
Before me this 31st
Day of November, 2008




Notary

To the extent that this Mortgage constitutes a communication from the Creditor, the Mortgage shall be deemed a communication from a debt collector and any information shall be used for that purpose.