



Doc#: 1024239052 Fee: \$100.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/30/2010 04:03 PM Pg: 1 of 33

## LOST DOCUMENT AFFIDAVIT

CHRISTINA PUCKETT, being first sworn upon her oath, deposes and states that if called to testify in this matter, could; based upon her own personal knowledge, competently testify as follows:

1. I am the production manager for the Fidelity National Title Group ("FNTG"), the parent company of Chicago Title Insurance Company ("CTIC") and possess authority to execute this affidavit on CTIC's behalf.
2. Among other things, CTIC issues title insurance policies for commercial and residential real estate transactions and performs related real estate services through both local branch offices and a network of affiliated agents.
3. As part of its usual and customary business practices, CTIC maintains and/or reviews records for closings conducted in its offices as well as in the offices of the company's various agents.
4. As part of my job responsibilities, I periodically review these records as they relate to title claims that arise subsequent to the closing of individual transactions.
5. I have reviewed CTIC's records for a May 19, 2005 residential closing (the "Closing") in which Paula M. Herrmann ("Paula") obtained a cash-out refinance (the "Refinance") recorded against the property located at 5135 S. Kenwood Avenue, Unit 604, in Chicago, Illinois (the "Premises"). Based on these records, I am familiar with the transaction,

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including the status of title to the subject property before and after the closing as well as the funds disbursed at the conclusion of the proceeding.

6. According to CTIC's records, on May 19, 2005 Paula appeared at the offices of Chicago Title and Trust Company ("Chicago Title") at 8501 W. Higgins Road, Suite 420, in Chicago, Illinois for purposes of closing (the "Closing") the Refinance.

7. Chicago Title is an authorized agent of CTIC.

8. According to CTIC's records, Paula financed her cash-out Refinance of the Premises by delivering a \$51,375.00 promissory note (the "Note") to Wells Fargo Bank, N.A. ("Wells Fargo").

9. As security for sums advanced pursuant to the terms of the Note, CTIC's records reflect that Paula executed and delivered a mortgage (the "Mortgage") pursuant to which Paula conveyed to Wells Fargo, a first mortgage lien interest in the Premises.

10. According to CTIC's records, from the funds advanced under the Mortgage Paula received cash in the amount of \$48,447.00.

11. It is the practice of Chicago Title and CTIC to prepare photocopies of all signed deeds, notes and mortgages at the time of their execution. Following duplication, these documents are placed into a file maintained for each transaction.

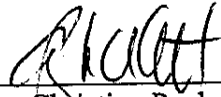
12. The original Mortgage has been misplaced.

13. At the time of the Closing and following its execution, Chicago Title photocopied the Mortgage and placed an identical copy in the file maintained for this transaction. Since this time, Chicago Title, CTIC and FNTG have been in continuous possession of the copy.

14. The Mortgage attached hereto is a true and correct copy of the Mortgage signed by Paula at the Closing.

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FURTHER YOUR AFFIANT SAYETH NAUGHT.



Christina Puckett  
Production Manager

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on August 26, 2010  
(date) by Christina Puckett (name or names  
of person or persons acknowledging).

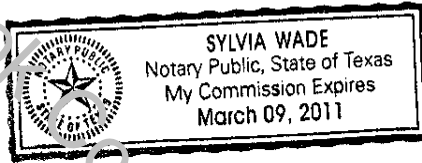
Sylvia Wade

Notary Public

Printed Name: Sylvia Wade

My Commission Expires:

03-09-2011



INDEMNITY- HERMANN- PAULA-TEST

PROPERTY OF COOK COUNTY CLERK'S OFFICE

WBS9: 9 00:22/2009

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Return To:  
WELLS FARGO BANK, N.A.

FINAL DOCUMENTS X4701-022  
1000 BLUE GENTIAN ROAD  
EAGAN, MN 55121-1663

Prepared By:  
MARY B. CRUM  
WELLS FARGO BANK, N.A.

4041 ESSEN LANE STE 300  
BATON ROUGE, LA 70809

We certify that this is a true, correct, and accurate copy of the original instrument.

Chicago Title and Trust Company

By

[Space Above This Line For Recording Data]

MORTGAGE

0144493277

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 **MAY 19, 2005** together with all Riders to this document.

(B) "Borrower" is

**PAULA M. HERRMANN, A MARRIED WOMAN**

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **WELLS FARGO BANK, N.A.**

Lender is a **National Association**

organized and existing under the laws of **THE UNITED STATES OF AMERICA**

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Initials: *MB*

FORM 3014 1/01

SIL01 Rev 11/04/00

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Lender's address is

P. O. BOX 5137, DES MOINES, IA 50306-5137

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated MAY 19, 2005

The Note states that Borrower owes Lender FIFTY-ONE THOUSAND THREE HUNDRED SEVENTY-FIVE AND NO/100 Dollars

(U.S. \$ 51,375.00.....) 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, 2035

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

(F) "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.

(G) "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]:

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- VA Rider
- Biweekly Payment Rider
- Other(s) [specify]

(H) "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.

(I) "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.

(J) "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.

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

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages or proceeds paid by any third party (other than insurance proceeds paid under the coverage 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.

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

(N) "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.

(O) "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

*[Handwritten Signature]*

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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. (P) "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 Lender and Lender's successors and assigns, the following described property located in the

County of COOK  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LEGAL DESCRIPTION IS ATTACHED HERETO AS SCHEDULE "A" AND MADE A PART HEREOF.

Parcel ID Number: which currently has the address of  
5135 SOUTH KENWOOD AVENUE UNIT 604 [Street]  
CHICAGO [City], Illinois 60615 [Zip Code]  
("Property Address"):

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 COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to 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.

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**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 pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be



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required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property 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 any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination

*[Handwritten Signature]*

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or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In

either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or

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(c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repair and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. 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 Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by

this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower 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; and (c) agrees that Lender and any other Borrower 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.

Subject to the provision of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly

requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law, Severability; Rules of Construction.** This Security Instrument shall be governed by federal law, and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.



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**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, properly inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer or servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph.

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The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environment Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (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 Borrower, 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 Security Instrument, 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 non-existence of a default or any other defense of Borrower to acceleration

*[Handwritten Signature]*

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and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower 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.

**24. Waiver of Homestead.** In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

**25. Placement of Collateral Protection Insurance.** Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges. Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

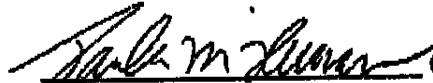
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_



PAULA M HERRMANN

(Seal)

Borrower

\_\_\_\_\_

Property of Cook County Clerk's Office

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STATE OF ILLINOIS,

Cook County ss:

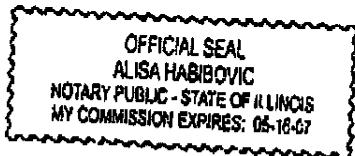
I, Alisa Habibovic  
for said county and state do hereby certify that  
**PAULA M. HERRMANN, A MARRIED WOMAN**

, a Notary Public in and

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 19 day of May, 2005

My Commission Expires: 5-16-07



Alisa Habibovic  
Notary Public

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OMB No. 2532-0265 (Exp. 12-31-99)

Page 1

<p><b>A. CHICAGO TITLE INSURANCE COMPANY</b>  <b>CHICAGO TITLE AND TRUST COMPANY</b></p> <p>CLOSER: ALISA HABIBOVIC          DATE OF PRINTING: 05/19/05          TIME OF PRINTING: 13:11</p> <p style="text-align: center;"><b>SETTLEMENT STATEMENT</b>  <b>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b></p>	<p><b>B. TYPE OF LOAN</b></p> <p>1. <input type="checkbox"/> FHA      2. <input type="checkbox"/> FmHA      3. <input checked="" type="checkbox"/> CONV. UNINS.          4. <input type="checkbox"/> VA      5. <input type="checkbox"/> CONV. INS.</p> <p>6. File Number: <span style="float: right;">8283008</span>  <span style="float: right;">025047047-001 AH1 PK</span></p> <p>7. Loan Number 0144493277          8. Mortgage Insurance Case Number</p>
<p><b>C. NOTE:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</p>	
<p><b>D. NAME OF BORROWER:</b> PAULA M. HERRMANN  <b>ADDRESS:</b> 5135 SOUTH KENWOOD AVENUE UNIT 604          CHICAGO ILLINOIS 60615</p>	
<p><b>E. NAME OF SELLER:</b>  <b>ADDRESS:</b></p>	
<p><b>F. NAME OF LENDER:</b> WELLS FARGO BANK, NA.  <b>ADDRESS:</b> 2703 WELLS FARGO WAY          MINNEAPOLIS MINNESOTA 55467-6502</p>	
<p><b>G. PROPERTY LOCATION:</b> 5135 S. KENWOOD AVENUE UNIT 604          CHICAGO ILLINOIS 60615</p>	
<p><b>H. SETTLEMENT AGENT:</b> CHICAGO TITLE AND TRUST COMPANY  <b>ADDRESS:</b> 8501 W. HIGGINS RD. SUITE 420          CHICAGO ILLINOIS 60631  <b>PLACE OF SETTLEMENT:</b> 8501 W. HIGGINS RD. SUITE 420          CHICAGO ILLINOIS 60631</p>	<p><b>I. SETTLEMENT DATE:</b>          May 19, 2005          02:00  <b>DISBURSEMENT DATE:</b>          May 19, 2005</p>
<p><b>J. SUMMARY OF BORROWER'S TRANSACTION</b></p>	
<p>100. GROSS AMOUNT DUE FROM BORROWER:</p>	
101. Contract sales price	
102. Personal Property	
103. Settlement charges to borrower (line 1400)	2,928.00
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes to	
107. County taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
120. GROSS AMT DUE FROM BORROWER	2,928.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	51,375.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes to	
211. County taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BORROWER	51,375.00
<b>K. SUMMARY OF SELLER'S TRANSACTION</b>	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract sales price	
402. Personal Property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes to	
407. County taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. GROSS AMT DUE TO SELLER	
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes to	
511. County taxes to	
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. TOTAL REDUCTIONS AMT DUE SELLER	
300. CASH AT SETTLEMENT FROM/TO BORROWER	
301. Gross amt due from borrower (line 120)	2,928.00
302. Less amts paid by/for borrower (line 220)	( 51,375.00)
303. CASH ( <input type="checkbox"/> FROM ) ( <input checked="" type="checkbox"/> TO ) BORROWER	48,447.00
600. CASH AT SETTLEMENT TO/FROM SELLER	
601. Gross amt due to seller (line 420)	
602. Less reductions in amt due seller (line 520)	( 0.00)
603. CASH ( <input type="checkbox"/> TO ) ( <input checked="" type="checkbox"/> FROM ) SELLER	0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction, I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower: Paula M. Herrmann      Seller: \_\_\_\_\_  
 PAULA M. HERRMANN

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Settlement Agent: Alisa Habibovic      Date: 5-19-05

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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OMB No. 2502-0265 (Exp. 12-31-88)

ORD# / ABS# 8283008 ESC# 025047047		AH1 PK L SETTLEMENT CHARGES		TIME OF PRINTING: 12:03 DATE OF PRINTING: 05/19/05	
700. TOTAL SALES/BROKER'S COMMISSION based on price \$ @ \$-				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as follows:					
701. LB:	\$	to			
702. SH:	\$	to			
703. Commission paid at Settlement (Money retained by broker applied to commission \$ )					
704. Other sales agent charges:					
705. Additional commission: \$ to					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee 2,000 to CITYWIDE MORTGAGE OF AMERICA CORP				1,027.50	
802. Loan Discount					
803. Appraisal Fee to THOMAS GATZ				350.00	
804. Credit Report to CITYWIDE MORTGAGE OF AMERICA CORP				60.00	
805. Lender's Inspection Fee to					
806. Mortgage Insurance Application Fee to					
807. Assumption Fee to					
808. UNDERWRITING REVIEW TO WELLS FARGO BANK, NA.				495.00	
809. MORTG BROKER COMPENSATION TO CITYWIDE MORTG \$577.97 POCL					
810. TAX SERVICE FEE TO MFRETS				80.00	
811. COURIER FEE TO CITYWIDE MORTGAGE OF AMERICA CORP				48.00	
812. ADDITIONAL ITEMS PAYABLE IN CONNECTION WITH LOAN (ATTACHED)				261.00	
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest from 05/19/05 to 06/01/05 @% 4.500 /day for 13 days				123.50	
902. Mortgage Insurance Premium for 0.00 months to					
903. Hazard Insurance Premium for 0.00 years to					
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard insurance 0.00 month @% per month					
1002. Mortgage insurance 0.00 month @% per month					
1003. City property taxes 0.00 month @% per month					
1004. County property taxes 0.00 month @% per month					
1005. Annual assessments 0.00 month @% per month					
1006. 0.00 month @% per month					
1007. 0.00 month @% per month					
1008. Aggregate Accounting Adjustment				0.00	0.00
1100. TITLE CHARGES					
1101. Settlement or Closing Fee to CHICAGO TITLE AND TRUST COMPANY				225.00	
1102. Abstract or title search to					
1103. Title examination to					
1104. Title insurance binder to					
1105. Document preparation to					
1106. Notary fees to					
1107. Attorney's fee to					
1108. Title insurance to CHICAGO TITLE INSURANCE COMPANY (includes above item numbers) EPA, COMP, LOC				200.00	
1109. Lender's coverage \$ 51,375.00 \$ 200.00					
1110. Owner's coverage \$ 0.00 \$					
1111.					
1112.					
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording fees: Deed \$ ; Mortgage \$ 58.00 ; Release \$				58.00	
1202. City/county tax/stamps: Deed \$ ; Mortgage \$					
1203. State tax/stamps: Deed \$ ; Mortgage \$					
1204.					
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey to					
1302. Pest inspection to					
1303.					
1304.					
1305.					
1306.					
1307.					
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)				2,928.00	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower: Paula M. Herrmann Seller: \_\_\_\_\_  
 PAULA M. HERRMANN

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause funds to be disbursed in accordance with this statement.

Settlement Agent: [Signature] Date: 5-19-05

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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OMB No. 2502-0266 (Exp. 12-31-86) Page 3

ORD# / ABS# 8283008  
ESC# 025047047

AH1 PK

### SUPPLEMENTAL PAGE

TIME OF PRINTING: 12:03  
DATE OF PRINTING: 05/19/05

#### ADDITIONAL BUYER SETTLEMENT CHARGES

			CHARGE AMOUNT
812.001	FLOOD CERT. FEE TO WFFS	\$	16.00
812.002	APPRAISAL REVIEW TO WELLS FARGO BANK, NA		245.00
TOTAL ADDITIONAL ITEMS PAYABLE IN CONNECTION WITH LOAN (LINE 812)			\$ 261.00

#### ADDITIONAL SELLER SETTLEMENT CHARGES

CHARGE AMOUNT

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction, I further certify that I have received a copy of the HUD-1 Settlement Statement.

  
 \_\_\_\_\_  
 PAULA M. HERMANN

Property of Cook County Clerk's Office



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01:46PM 05/22/2009 18:07:17

CHICAGO TITLE

0002/000

COMMITMENT FOR TITLE INSURANCE



Chicago Title Insurance Company

Providing Title Related Services Since 1847

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, hereinafter called the Company, for a valuable consideration, hereby consents to issue its policy or policies of title insurance, as identified in Schedule A (which policy or policies cover this state and are subject to the Exclusions, Coverages and the Conditions and Warranties as contained in said policy/ies) in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Section 1, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B hereof and to the Commitment. A complete copy of the Commitment Conditions and Warranties is available upon request, and such copies, but are not limited to, the proposed insured's obligation to disclose, in writing, knowledge of any actual or potential, known, suspected, adverse claims or other matters which are not contained in the Commitment; any action that the Company's liability shall in no event exceed the amount of the policy/ies as stated in Schedule A hereof, and not be based on the terms of this Commitment, shall be only to the proposed insured and shall be only for actual loss incurred in good faith reliance on this Commitment; and provisions relating to the General Exception, to which the policy/ies will be subject unless the same are disposed of to the satisfaction of the Company.

This Commitment shall be effective only when the identity of the proposed insured and the amount of the policy or policies committed for have been indicated in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by issuance of a revised Commitment.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate at midnight after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment is based upon a search and examination of Company records and/or public records by the Company. Certification of the information compiled hereby by an entity other than the Company or a member of the Chicago Title and Trust Family of Title Insurance for the purpose of issuing a title commitment or policy or policies shall be considered a violation of the proprietary rights of the Company of its search and examination work product.

This Commitment shall not be valid or binding until signed by an authorized signatory.

Issued By: \_\_\_\_\_

CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY  
6707 BRONKS BLVD, STE 302  
SKOKIE, IL 60076

*Henry S. [Signature]*  
Authorized Signatory

Refer Inquiries To:

(847)577-3410



Commitment No.:

1408 006283006 BK

07/11/2009 11:02 AM

CHICAGO TITLE

09:22:11 2009 05/22/2009

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CHICAGO TITLE  
CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

YOUR REFERENCE: 05-4507 ORDER NO.: 1409 000203008 6X

EFFECTIVE DATE: APRIL 28, 2009

1. POLICY OR POLICIES TO BE ISSUED:

LOAN POLICY: ALTA LOAN 1993  
AMOUNT: \$51,375.00  
PROPOSED INSURED: WELLS FARGO BANK, NA., ITS SUCCESSORS AND/OR ASSIGNS

- 2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FREE SIMPLE UNLESS OTHERWISE NOTED.
- 3. TITLE TO SAID ESTATE OR INTEREST IN SAID LAND IS AT THE EFFECTIVE DATE VESTED IN:  
PRO FORMA TITLE HINDING: PAULA HERRMANN

CHICAGO TITLE INSURANCE COMPANY

PAGE 21  
CITY OF CHICAGO

MAY 16 2009 13:02 73 2022608  
05/18/09 13:15:26

NO. 1751 P. 1/9

WELLS FARGO

JUN. 22. 2009 10:59AM

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CHICAGO TITLE  
CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO. 1409 008283008 SK

4A. MORTGAGE OR TRUST DEED TO BE INSURED:  
TO COME

WELLS FARGO BANK, N.A. 197005 13:02 773 2022608  
CITYWIDE MKG 80811 P. 008/008

UNOFFICIAL COPY

CHICAGO TITLE  
CHICAGO TITLE INSURANCE COMPANY  
WJEE:10 8002/21/907 893 016

**CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)**

ORDER NO.: 1409 000283008 BK

**5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:**

**PARCEL 1:**  
UNIT NUMBER 604 IN WYDE PARK ESTATE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARTS OF BLOCK 12 IN CONWELL, HIRSH AND COOKMAN'S SUBDIVISION OF BLOCKS 12 AND 13 IN KIRKMAN'S ADDITION TO WYDE PARK AND THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 26 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 2862653 AND AMENDED DECLARATION TO FINE, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**  
THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 8-5 AS A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION ABOVE, RECORDED AS DOCUMENT 2862630, IN COOK COUNTY, ILLINOIS.

WJEE:10 8002/21/907 893 016  
CHICAGO TITLE  
CHICAGO TITLE INSURANCE COMPANY

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CHICAGO TITLE  
CHICAGO TITLE INSURANCE COMPANY  
WJEE:LO 800E/01/507 878 4448 WJ005/007

CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B

ORDER NO.: 1408 008283000 HK

1. WE SHOULD BE FURNISHED A PROPERLY EXECUTED ALTA STATEMENT.

2. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY DULY BY THE COMPANY HAVE BEEN FULLY PAID.

3.

1. TAXES FOR THE YEAR(S) 2004 AND 2005  
2005 TAXES ARE NOW YET DUE OR PAYABLE.

1A. NOTE 2004 FIRST INSTALLMENT WAS DUE MARCH 31, 2005  
NOTE 2004 FINAL INSTALLMENT NOT YET DUE OR PAYABLE

FORM TAX#	PCL	YEAR	1ST INST	5 <sup>TH</sup> INST
20-11-402-041-1035	1 OF 1	2004	\$92.73	PAID

4. BECAUSE OF PROCEDURES INSTITUTED BY THE COOK COUNTY TREASURER, THE COMPANY REQUESTS THAT ORIGINAL TAX BILLS BE FURNISHED WHATEVER THE COMPANY IS REQUESTED TO PAY TAXES. IF ORIGINAL TAX BILLS ARE NOT FURNISHED, THE COMPANY WILL COLLECT ADDITIONAL FEES FOR EACH TAX NUMBER TO PAY CHARGES IMPOSED BY THE COOK COUNTY TREASURER FOR THE PRODUCTION OF DUPLICATE TAX BILLS. FURTHER, BECAUSE OF DELAYS BY THE COOK COUNTY TREASURER IN PROCESSING DUPLICATE TAX BILLS, THE COMPANY WILL HOLD BACK FROM CLOSING ADDITIONAL FUNDS TO PAY INTEREST THAT WILL ACCRUE BECAUSE OF THE TREASURER'S PROCEDURES.

5. IF APPLICABLE, THE SPOUSE OF THE PARTY IN TITLE SHOULD JOIN IN THE CONVEYANCE OR MORTGAGE FOR THE PURPOSE OF RELEASING HOMESTEAD.

6. (A) TERMS, PROVISIONS, COVENANTS, CONDITIONS AND OPTIONS CONTAINED IN AND RIGHTS AND EASEMENTS ESTABLISHED BY THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED OCTOBER 10, 1989 AS DOCUMENT 2882620, AS AMENDED FROM TIME TO TIME

(B) LIMITATIONS AND CONDITIONS IMPOSED BY THE 'CONDOMINIUM PROPERTY ACT.'

7. IT APPEARS FROM INSTRUMENT RECORDS AS DOCUMENT NUMBER 18240463 THAT THE LAND IS LOCATED IN THE HYDE PARK GENERAL REDEVELOPMENT AREA ESTABLISHED PURSUANT TO THE PROVISIONS OF THE NINEHUNDRED REDEVELOPMENT CORPORATION ACT.

8. THE FOLLOWING ENDORSEMENT(S) HAVE BEEN APPROVED FOR THE LOAN POLICY:

COMPREHENSIVE ENDORSEMENT 1

CHICAGO TITLE INSURANCE COMPANY  
1001 LEXINGTON AVENUE  
NEW YORK, NY 10017-4803

NO. 1751 P. 4/9

WELLS FARGO

JUN. 22. 2009 11:00AM

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CHICAGO TITLE  
ORDER NO. 1409 008283008 SE

**CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B (CONTINUED)**

ALSO ENCLOSURE # 1 (ENVIRONMENTAL)  
CONDO ENCLOSURE # 1  
\*\* END \*\*

SECTION 2  
CITIZENS NSO  
MAY 18 2009 13:03:175 2022608

NO. 1751 P. 5/9 WELLS FARGO JUN. 22. 2009 11:00AM

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CHICAGO TITLE  
 CHICAGO TITLE INSURANCE COMPANY  
 COMMITMENT FOR TITLE INSURANCE  
 SCHEDULE A  
 YOUR REFERENCE: 05-4503 ORDER NO.: 1409 008263006 BK

EFFECTIVE DATE: APRIL 20, 2009

1. POLICY OR POLICIES TO BE ISSUED:

LOAN POLICY: ALTA LOAN 1982  
 AMOUNT: \$51,375.00 ✓  
 PROPOSED INSURED: WELLS FARGO BANK, N.A., ITS SUCCESSORS AND ASSIGNS

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREBY IS A FEE SIMPLE UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST IN SAID LAND IS AT THE EFFECTIVE DATE VESTED IN:

PRO FORMA TITLE FINDING: PAULA KERRMANN

CHICAGO TITLE

002-2 1751

CHICAGO TITLE

CHICAGO TITLE

05/22/09 13:16 178 2022600

NO. 1751 P. 6/9

WELLS FARGO

JUN. 22. 2009 11:00AM

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CHICAGO TITLE  
CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO. 1409 008243008 5K

4A. MORTGAGE OR TRUST DEED TO BE INSURED:  
TO COME

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CITIZENS REG

JUN 17 2009 13:16 779 2022608

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JUN. 22. 2009 11:00AM WELLS FARGO



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Chicago Title Insurance Company  
Chicago Title  
0000/000

**CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)**

ORDER NO. 3409 000283808 BK

**5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:**

**PARCEL 2:**

UNIT NUMBER 804 IN HYDE PARK CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARTS OF BLOCK 12 IN CORNELL, HISSARD & WOODMAN'S SUBDIVISION OF BLOCKS 31 AND 12 IN KIMBARK'S ADDITION TO HYDE PARK IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, E 1ST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 28820616 AND AMENDED FROM 27-8 TO TIME; TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-3 AS A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AGREEMENT RECORDED AS DOCUMENT 28820616, IN COOK COUNTY, ILLINOIS.

CHICAGO TITLE INSURANCE COMPANY  
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00711 8,005

NO. 1751 P. 8/9

JUN. 22. 2009 11:00AM WELLS FARGO