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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1104946026 Fee: \$58.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 02/18/2011 11:43 AM Pg: 1 of 12

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 08-11-430-009-0000

Address:

Street:

713 S HI LUSI AVE

Street line 2:

City: MOUNT PROSPECT

ZIP Code: 60056

Lender: GENERATION MORTGAGE COMPANY

Borrower: BRIAN GRAY

Loan / Mortgage Amount: \$517,500.00

County Clarks This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the loan is a reverse mortgage.

Certificate number: 4276ED7A-DB01-4190-8F70-8C8B9DD9EE56

Execution date: 01/06/2011



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This Instrument was prepared by: GENERATION

MORTGAGE COMPANY 3565 PIEDMONT ROAD, NE, STE 300 SUITE 300 ATLANTA, GA 30305

Return/Mail To: NCS 5814 Lonetree Blvd. Rocklin, CA 95765

Why in Recorded Mail To:

GF'(EF ATION

MONE AGE COMPANY

ATLANTA, G1. 39305

3 MEDMON . CENT .: 3565 MEDMONT ROAD, SUITE 300

12 State of Illinois

[Space Above This Line For Recording Data]

888-958-8080

FHA Case No. 137-6129946-972 1011003180

Loan No. MERS MIN

100916410110031806

ADJUSTABLE RATE HOME EQUITY CONVERSION MORTGAGE

THIS MORTGAGE ("Security Instrum on") is given on JANUARY 6, 2011

. The mortgagor

is BRIAN GRAY, A MARRIED MAN

whose address is 713 S HI LUSI AVE

MOUNT PROSPECT, ILLINOIS 60056-3703

This Security Instrument is given to Mortgage Electronic Regis at on Systems, Inc. ("MERS") as mortgagee, which is organized and existing under the laws of Delaware and whose address is P.O. Box 2026, Flint, MI, 48501-2026, Tel. (888) 679-MERS.

GENERATION MORTGAGE COMPANY

is organized and existing under the laws of THE STATE OF CALIFORNIA 3565 PIEDMONT ROAD, NE, STE 300 SUITE 300, ATLANTA, GA 30305

nd has an address of

Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note de ed the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: ("Note"). repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment (interest), and all renewals, extensions and modifications of the Note, up to a maximum principal amount of

FIVE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED AND NO /100

Dollars (U.S. \$ 517,500.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and . For this purpose, Borrower does hereby mortgage, grant and payable on AUGUST 28, 2098 convey to MERS and to the successors and assigns of MERS the following described Property located in COOK County, Illinois:

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See Attached Exhibit A

TOPO PALO which has the address of 713 F HI LUSI AVE

MOUNT PROSPECT

IL) INOIS

60056-3703 [Zip Code]

("Property Address");

[State]

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, and fixtures now or hereaft r a pa t of the Property. All replacements and additions shall also be covered by this Security Instrumen. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfu'ny soised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and Lat me Property is unencumbered. Borrower warrants and will defend generally the title to the Property again a 21 claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows

- 1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.
- 2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely man en and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding fund, from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement,
- 3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and

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Illinois HECM ARM Security Instrument

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directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of no indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Present and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess it was more proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security instrument shall be paid to the entity legally entitled thereto.

In the every of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the inductedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupan :y, 'r' ravation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this; ecurity Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) chall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste of droy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and car excented. Borrower shall also be in default if Borrower, during the loan application process, gave material of fals or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations co cerving Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a least hold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, are sea chold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Righ's in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are the included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is tweed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request sorrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discovered any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Parguph?, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in Instrument, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary in protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazar insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

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- 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and the 1 to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over, at amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be said to the entity legally entitled thereto.
 - F>es. Lender may collect fees and charges authorized by the Secretary.
 - 9. Grands for Acceleration of Debt.
 - (a) Dre and Payable. Lender may require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) AB no ver dies and the Property is not the principal residence of at least one surviving Borrowe, or
 - (ii) All of a Forrover's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewfule or a lease having a remaining period of not less than 50 years beyond the date of the 150% birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interes in a trust with such an interest in the Property).
 - (b) Due and Payable with Secretar App roval. Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:
 - (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower, or
 - (ii) For a period of longer than twelve (12, or secutive months, a Borrower fails to occupy the Property because of physical or mental illruss and the Property is not the principal residence of at least one other Borrower; or
 - (iii) An obligation of the Borrower under this Security Instrument is not performed.
 - (c) Notice to Lender. Borrower shall notify Lender when ver at y of the events listed in this Paragraph (a) (ii) or (b) occur.
 - (d) Notice to Secretary and Borrower. Lender shall notify the the entry and Borrower whenever the loan becomes due and payable under Paragraph 9 (a) (ii) or (b). Yeard a shall not have the right to commence foreclosure until Borrower has had thirty (30) days after a which to either:
 - (i) Correct the matter which resulted in the Security Instrument coming due 1.1 payable; or
 - (ii) Pay the balance in full; or
 - (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and appray the net proceeds of the sale toward the balance; or
 - (iv) Provide the Lender with a deed in lieu of foreclosure.
 - (e) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.
 - (f) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to SIXTY DAYS from

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the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt source by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed of it is Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be table for any difference between the mortgage insurance benefits paid to Lender and the outstanding in developes, including accrued interest, owed by Borrower at the time of the assignment.

11. Reinstate ment. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct une condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reisonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument

12. Lien Status.

(a) Modification. Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original line status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lier prior ty initially granted to loan advances has expired) and state law permits the original lien sutus to be maintained for future loan advances through the execution and recordation of one or more incuments, then Lender shall obtain title evidence at Borrower's expense. If the title evidence advances that the Property is not encumbered by any liens (except this Security Instrument, the Second Sourity Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligance under this Security Instrument.

(b) Tax Deferral Programs. Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) Prior Liens. 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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may

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give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

3. Relationship to Second Security Instrument.

- (a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.
- Relationship of First and Second Security Instruments. Payments made by the Secretary shall not be included in the debt under the Note unless:

(i) This Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretar.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payment, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) Effect on Bor. w... Where there is no assignment or reimbursement as described in (b)

(i) or (ii) and the Secre arv .nakes payments to Borrower, then Borrower shall not:

- (i) Be required to pa / an our is owed under the Note, or pay any rents and revenues of the Property under Paragraph : to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interes, under the Note at any time, whether accrued before or after the payments by the Secretary, nd hether or not accrued interest has been included in the principal balance under the Note.
- (d) No Duty of the Secretary. The Secretary 'as a duty to Lender to enforce covenants of the Second Security Instrument or to take actions to are erve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.
- 14. Forbearance by Lender Not a Waiver. Any forbearance by Lander in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or reme by.
- 15. Successors and Assigns Bound; Joint and Several Liability. The commants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Linder. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.
- 16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another mathod. The notice shall be directed to the Property Address or any other address all Borrowers jointly designat. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.
- 17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument.

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

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and

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revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

f Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrow r a trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender stall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall be all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant

Borrows has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not or required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borr we. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any a plication of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This as a point of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in f. il.

- 20. Foreclosure Procedure. I. Le 1de requires immediate payment in full under Paragraph 9, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand at d may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect full exp uses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to reasonable attorneys' fees and costs of title evidence.
- 21. Lien Priority. The full amount secured by an Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disturbent. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.
- 22. Adjustable Rate Feature. Under the Note, the initial interest rate of 2.761 % which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to the change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the change, as described principal balance. Each adjustment to the interest rate will be based upon the average of interest and offered rates for one-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal, rounded to three digits to the right of the decimal point, ("Index") alls a margin. If the Index is no longer available, Lender will use as a new Index any index prescribed by the Section V. Lender will give Borrower notice of the new Index.

The "Current Index" means the most recent Index figure available 30 days before the Change Date, and if the day that is 30 days before the Change Date is not a Sunday or Monday and not the first business day of the week, the Current Index will be the Index as published the first business day of that week. If the day that is 30 days before the Change Date is a Sunday or Monday and not the first business day of the week, the Current Index will be the Index as published the first business day of the immediately prior week. Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

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(Annually Adjusting Variable Rate Feature) The Calculated Interest Rate cannot be more than			
2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the			
initial Interest Rate.			
X (Monthly Adjusting Variable Rate Feature) The Calculated Interest Rate will never increase			
aio e TWELVE AND 761/1000 percent (12.761 %).			
The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitation(s) and			
will be in . fect until the next Change Date. At any Change Date, if the Calculated Interest Rate equals the			
Existing Interest Aate, the interest rate will not change.			
23. Rele se. Upon payment of all sums secured by this Security Instrument, Lender shall release			
this Security Institution, Borrower shall pay any recordation costs. Lender may charge Borrower a fee for			
releasing this Securit In trument, but only if the fee is paid to a third party for services rendered and			
the charging of the fee it permitted under applicable law.			
24. Waiver of Homes and In accordance with Illinois law, the Borrower hereby releases and			
waives all rights under and by irtue of the Illinois homestead exemption laws.			
25. Riders to this Secit, Nastrument. If one or more riders are executed by Borrower and			
recorded together with this Security In grament, the covenants of each such rider shall be incorporated into			
and shall amend and supplement the coverage and agreements of this Security Instrument as if the rider(s)			
were a part of this Security Instrument. [C.nepplicable box(es).]			
word a part of this security institution. [Circs. applicable box(es),]			
76 Nomina Canada af MEDS MES Comments			
26. Nominee Capacity of MERS. ME S ser es as mortgagee of record and secured party solely as			
nominee, in an administrative capacity, for Lender			
interests granted, assigned, and transferred herein. All regreents or deposits with respect to the Secured			
Obligations shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and			
all consents, approvals, or other determinations required or per nite I of Mortgagee herein shall be made by			
Lender. MERS shall at all times comply with the instructions of Lagor and its successors and assigns. If			
necessary to comply with law or custom, MERS (for the benefit of I and and its successors and assigns)			
may be directed by Lender to exercise any or all of those interests, including without limitation, the right			
to foreclose and sell the Property, and take any action required of Lender including without limitation, a			
release, discharge or reconveyance of this Mortgage. Subject to the foregoing, all references herein to			
"Mortgagee" shall include Lender and its successors and assigns.			
Condominium Rider Planned Unit Development Target			
Other (Specify)			
	à		

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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

RDIAL CTAY

(Seal)

DIANE H CDA

(Seal)
-BOTTOWET

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Illinois HECM ARM Security Instrument

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State of ILLINOIS	Acknowledgment]	
This is an ent was acknowledged before me on BRIAN CLAY & DIANE H. GRAY	1-6-11	(date) by
(name/s of person/s). (Seal)	(Signature of Notary Public)	

OFFICIAL SEAL
CYNTHIA, S. SCHWARTZ
Notary Public - State of Illinois
My Commission Expires Sep. 21, 2014

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Order No. 2301-39414

EXHIBIT "A" LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, AND IS DESCRIBED AS FOLLOWS:

LOT 6 IN BLOCK 29 IN PROSPECT PARK COUNTRY CLUB SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11 AND THE SOUTH 15 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 11, ALL IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL NUMBER(S): 0811-430-009-0000