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Illinois Anti-Predatory Lending Database Program

Doc#: 1123455020 Fee: \$62.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 08/22/2011 12:19 PM Pg: 1 of 14

Certificate of Exemption

Onkane Tillo Insurance Co 650 Eas' Gensevert Read State Inci Glan Elly: Blacks 66137

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 32-11-104-012-0000

Address:

Street:

247 S. Ellis

Street line 2:

City: Glenwood

State: II

ZIP Code: 60425

Lender: Genworth Financial Home Equity Access, Inc.

Borrower: First National Bank of Illinois, as Trustee Under Trust Agrae nent Dated 8/1/99 and Known as Trust Number

5206

Loan / Mortgage Amount: \$268,500.00

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: C19524D3-8586-42DB-B4F8-5610096D08AD

Execution date: 08/05/2011

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After Recording Return To:
Genworth Financial Home Equity
Access, Inc.
10951 White Rock Road, Suite 200
Rancho Cordova, CA 95670

Prepared By:
Genworth Financial Home Equity
Access. Inc.
10951 White Pock Road, Suite 200
Rancho Cord'ova, CA 95670

Space Above This Line For Recording Data

State of Illinois

FHA Case Number: 137-6394465/951-255 Loan Number: 3000024845

MIN: 1007992-3000024845-6

FIXED RATE HOME EQUITY CONVERSION MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 05, 2011 ("Date"). The mortgagor is: FIRST NATIONAL BANK OF ILLINOIS, AS TRUSTLE UNDER TRUST AGREEMENT DATED AUGUST 1, 1999 AND KNOWN AS TRUST NUMBER 5206 vihiuse address is: 247 S. Ellis, Glenwood. IL 60425 ("Borrower"). The mortgagee under this Security Instrument is Mortgage Electronic Registration Systems, Inc. ('MERS'). MERS is a separate corporation that is acting solely as nominee for Lender, and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, 5 pr., MI 48501-2026, tel. (888) 679-MERS. This Security Instrument is given to: Genworth Financial Home Liquity Access, Inc. which is organized and existing under the laws of THE STATE OF CALIFORNIA, and whose address is: 10951 White Rock Road, Suite 200, Rancho Cordova, CA 95670 ("Lender"). Borrower has agreed to repay and warrants 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 dated the sums date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of TWO HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED AND NO/100 (U.S. \$268,500.00); (b) the payment of all other sums, with interest at the note rate of FIVE AND 180/1000 percent (5.180%) per year, 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 paid earlier, is due and payable on



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September 10, 2089. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in **COOK** County, Illinois:

Legal description attached hereto as Exhibit A and by this reference made a part hereof.

Parcel Number: APN: 32-11-104-012

which has the address of: 247 S. Ellis, Glenwood, IL 60425 ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, argur enances, 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 understands and agrees that MERS holds only legal title to the interests granter to Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nomined to Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Porrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. 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.

UNIFORM COVENANTS. Borrower and Lender covenar, 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 propeny charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessmants in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds 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 cut the Property, whether now in existence or subsequently erected, against any hazards, cusualties, 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 Derelopment ("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

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loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and 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 any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance 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 event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguismes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shair pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lease iolds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall 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 or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable mean and tear excepted. Borrower shall also be in default if Borrower, during the loan application process gave materially false or inaccurate information or statements to Lender (or failed to provide I ender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the enuity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge 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 Paragraph 2, 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 bankruptcy, for condemnation or to enforce laws or regulations), then Lender or MERS may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard 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.



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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.
- 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 indeptedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess 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.
- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
 - (a) Due and Payable. Lender may require immediate payment-in-full of all sums secured by this Security Instrument if:
 - (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
 - (ii) All of a Borrower'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 leaseho'd under a lease for not less than 99 years which is renewable or a lease having a romaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate, (or retaining a beneficial interest in a trust with such a ninterest in the Property).
 - (b) Due and Payable with Secretary Approval. Lender may require immediate payment-in-full of all sums secured by this Security Instrument, upon approval of the Secretary, in
 - (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 Borro ver; or
 - (ii) For a period of longer than 12 consecutive months, a Borrower fails to occupy the Property because of physical or mental illness 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 whenever any of the events listed in this

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Paragraph 9 (a)(ii) and (b) occur.

- (d) Notice to Secretary and Borrower. Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a)(ii) and (b). Lender shall not have the right to commence foreclosure until Borrower has had 30 days after notice to either:
 - (i) Correct the matter which resulted in the Security Instrument coming due and 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 apply 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, shail 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 60 days from the date hereof, 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 60 days from 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 reasonal liability for payment of the debt secured by this Security Instrument. Lender may enforce the uebt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.
- 11. Reinstatement. 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 the condition which resulted in the requirement for immediate payment-in-full. Foreclosure costs and reasonable and customary attorneys tees 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



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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 lien 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 lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for filture loan advances through the execution and recordation of one or more documents, then I ender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the property is not encumbered by any liens (except this Security Instrument, the Second Security 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. For ower 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 obligation under this Security Instrument.
- (b) Tax Deferral Programs. Bo rower 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 prometly 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 forfeit are 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 give Borrower a notice identifying the lien. Borrower shall statisfy the lien or take one more of the actions set forth above within 10 days of the giving of notice.

13. 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.
- (b) 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 Secretary.



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

- (c) Effect on Borrower. Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:
 - (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 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
 - Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.
- (d) No Duty of the Secretary. The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve 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 Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 15. Successors and Assigns Bound; Joir t and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretar's 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 method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. 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:

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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 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.

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

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

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach of for ower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security his trument is paid in full.

- 20. Foreclosure Procedure. If Lender requires immediate payment-in-full under Paragraph 9, Lender 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 20, including, but not limited to, reasonable atterneys' fees and costs of title evidence.
- 21. Lien Priority. The full amount secured by this 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 disbursement. The amount secured by this Security Instrument shall include all direct payments by Ler der 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 his lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.
- 22. This section is intentionally left blank.
- 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 3 errower 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

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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.

26.	Riders to this Security Instrument. If one of	or more riders are executed by Borrower and record	ed
	togethe with this Security Instrument, the co	ovenants of each such rider shall be incorporated in	ιto
	and shall amend and supplement the covenar	nts and agreements of this Security Instrument as if t	he
	rider(s) were a part of this Security Instrument	it. [Check applicable box(es).]	
	L1 Condominium Rider	I 1 Planned Unit Development Rider	

Shared Appreciation Rider	Other(s) [Specify]
Nominee Capacity of MERS MERS serve	s as mortgagee of record and secured par

27. Nominee Capacity of MERS. MERS serves as mortgagee of record and secured party solely as nominee, in an administrative capacity, for Lender and its successors and assigns and holds legal title to the interests granted, assigned, and transferred herein. All payments 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 permitted of Mortgagee herein shall be made by Lender. MERS shall at all times comply with the instructions of Lender and its successors and assigns. If necessary to comply with law or custom, MERS (for the benefit of Lender 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.

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H. H.

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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(s) executed by Borrower and recorded with it.

SEE SIGNATURE THAT ATTACHED HERETO AND MODERAL OF SEFERENCE HEREIN (Seal) First National Bank of Illinois, Trustee of the	AND INCORPORATED BY REFERENCE HEREIU (Seal) First National Bank of Illinois, Trustee of the
Trust Number 5296 under trust instrument dated AUGUS 1 07 1999	Trust Number 5206 under trust instrument dated AUGUST 01, 1999

[Space Below This Line For Acknowledgment]
State of Illinois
County
The foregoing instrument was acknowledged t efore me on
by
(Signature of person taking acknowledgment) My Commission Expires on

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Illinois Mortgage HECM FIXED RATE - MERS

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THIS MORTGAGE IS EXECUTED BY THE FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS NOT PERSONALLY BUT AS TRUSTEE AS AFORESAID IN THE EXERCISE OF THE POWER AND AUTHORITY CONFERRED UPON AND VESTED IN IT AS SUCH TRUSTEE (AND SAID FIRST NATIONAL BANK OF ILLINOIS, HEREBY WARRANTS THAT IT POSSESSES FULL POWER AND AUTHORITY TO EXECUTE THIS INSTRUMENT), AND IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NOTHING HEREIN OR IN SAID NOTE CONTAINED SHALL BE CONSTRUED AS CREATING ANY LIABILITY ON THE SAID FIRST PARTY OR ON SAID FIRST NATIONAL BANK OF ILLINOIS PERSONALLY TO PAY THE SAID NOTE OR ANY INTEREST THAT MAY ACCRUE THEREON, OR ANY INDEBTEDNESS ACCRUING HEREUNDER OR TO PERFORM ANY COVENANT EITHER EXPRESS OR IMPLIED HEREIN CONTAINED, ALL SUCH LIABILITY, IF ANY BEING EXPRESSLY WAIVED BY MORTGAGEE AND BY EVERY PERSON NOW OR HEREAFTER CLAIMING ANY RIGHT OR SECURITY HEREUNDER AND THAT SO FAR AS THE FIRST PARTY AND ITS SUCCESSORS AND SAID FIRST NATIONAL BANK OF ILLINOIS PERSONALLY ARE CONCERNED, THE LEGAL HOLDER OR HOLDERS OF SAID NOTE AND THE OWNER OR OWNERS OF ANY INDEBTEDNESS ACCRUING HEREUNDER SHALL LOOK SOLELY TO THE PREMISES HEREBY CONVEYED FOR THE PAYMENT THEREOF, BY THE ENFORCEMENT OF THE LIEN HEREBY CREATED, IN THE MANNER HEREIL AND IN SAID NOTE PROVIDED OR BY ACTION TO ENFORCE THE PERSONAL LIABILITY OF THE GUARANTOR, IF ANY.

IN WITNESS THIRFOF, FIRST NATIONAL BANK OF ILLINOIS, NOT PERSONALLY BUT AS TRUSTEE AFORESAID, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS ASST.V.P. & TRUST OFFICER AND ITS CORPORATE STAL TO BE HEREUNTO AFFIXED AND ATTESTED BY ITS VICE PRESIDENT & SR. TRUST OFFICER, THIS 5TH DAY OF AUGUST, 2011.

> FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, NOT PERSONALLY BUT AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED AUGUST 1, 1999 AND KNOWN AS TRUST NO. 5206

By: Reac 8. Morris
LISA F. MORRIS, ASST. V.P. & TRUST OFFICER

ATTEST:

delle and the Them allow

RICHARD M. SCHUMACHER,

STATE OF ILLINOIS)) SS COUNTY OF COOK

I THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY, THAT LISA F. MORRIS, ASST. V.P. & TRUST OFFICER OF THE FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS A NATIONAL BANKING ASSOCIATION, AND RICHARD M. SCHUMACHER, V.P. & SR. TRUST OFFICER OF SAID FIRST NATIONAL BANKING ASSOCIATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS PHOST NAMES ARE SUBSCRIBED TO THE AFOREGOING INSTRUMENT AS SUCH ASST. V.P. & TRUST OFFICER AND V.P. & SR. TRUST OFFICER, RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACTS, AND AS THE FREE AND VOLUNTARY ACT OF SAID NATIONAL JANKING ASSOCIATION, AS TRUSTEE, FOR THE USES AND PURPOSES THEREIN SET FORTH; AND THE SAID V.P. & SR. TRUST OFFICER. DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID NATIONAL BANKING ASSOCIATION, DID AFFIX THE SAID CORPORATE SEAL OF SAID NATIONAL BANKING ASSOCIATION, TO SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID NATIONAL BANKING ASSOCIATION, AS TRUSTEE FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 9TH DAY OF AUGUST, 2011.

NOTARY PUBLIC

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EXHIBIT A

Exhibit A to the Mortgage made on August 05, 2011, by FIRST NATIONAL BANK OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1999 AND KNOWN AS TRUST NUMBER 5206 ("Borrower") to Genworth Financial Home Equity Access, Inc. ("Lender"). The Property is located in the county of COOK, state of Illinois, described as follows:

Description of Property

Clark's Office Legal Description attached hereto as Exhibit A and by this reference made a part hereof.



Exhibit A Mortgage Finale Document Services © 7382 01/08

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Lot 143 in Brookwood Point Unit Number 2, being a Subdivision of part of the Northwest 1/4 of Section 11, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 247 S. Ellis Avenue

Glenwood, IL 60425

