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110724000507

Illinois Anti-Predatory Lending Database Program



1127804098

Certificate of Exemption

Doc#: 1127804098 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/05/2011 01:49 PM Pg: 1 of 13

2/2

Report Mortgage Fraud
800-532-8785

The property identified as: **Pin:** 25-09-401-048-0000

Address:

Street: 318 W. 100th Street

Street line 2:

City: Chicago

State: IL

ZIP Code: 60628

Lender: Anthony Rainey

Borrower: Julian Hines and Avis Cheryl Ann Hines

Loan / Mortgage Amount: \$13,000.00

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 application was taken by an exempt entity.

Attorneys' Title Guaranty Fund, Inc.
1 S. Wacker Rd., STE 2400
Chicago, IL 60606
Attn: Search Department

S Y
P 13
S N
SC Y
INT 10

Certificate number: 1AC170C4-B9FC-4D7B-ABBE-89D1FCC09F0D

Execution date: 09/20/2011

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MORTGAGE

WORDS USED IN THIS DOCUMENT

(A) **"Security Instrument" and "Mortgage:"** This document, which is dated September 2007 sometimes called either the "Security Agreement" or the "Mortgage."

(B) **"Borrower:"** Julian Hines and Avis Cheryl Ann Hines, ~~Inc.~~, sometimes called either "Borrower," "I" or "we." Borrower's address is 124 Columbian Heights, Brooklyn NY 11201-1698. AH | AR

(C) **"Lender:"** Anthony Rainey, its successor's and/or assigns.. AH | AR
"Lender." Lender's address is 9633 S. Wood, Chicago, Illinois 60643.

(D) **"Note:"** The Note signed by the Borrower and dated, September 28, 2011 will be called the "Note." The Note shows that I owe Lender **Thirteen Thousand Dollars 00/cent (\$13,000.00)**

I have promised to pay this debt in full in 2.5 years with accrued interest.

(E) **"Property:"** The Property that is described below in the section titled "Description of the Property," will be called the "Property."

(F) **"Sums secured:"** The amounts described below in the section titled "Borrower's Transfer to Lender of Rights in Property" sometimes will be called the "sums secured."

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN PROPERTY - I mortgage, grant and convey the Property to Lender subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights the law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses if I fail to:

- (A) Pay all the amounts that I owe Lender as stated in the Note;
- (B) Pay, with interest, any amounts that Lender spends under Paragraphs 2 and 7 of this Security Instrument to protect the value of the Property and Lender's rights in the Property; and
- (C) Keep all of my other promises and agreements under this Security Instrument.

DESCRIPTION OF THE PROPERTY - I give Lender rights in the Property described below:

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(A) The Property which is located at 318 W. 100th Street, Chicago, Illinois 60628, County of Cook.

Legal Description: LOT 29 AND THE EAST HALF OF LOT 30 IN FRANK DELUGACH'SSANOLA PARK SUBDIVISION, BEING A SUBDIVISION OF BLOCK 2 IN SUBDIVISION OF BLOCK 7 AND SUB BLOCKS 1 AND 2 IN SUBDIVISION OF BLOCK 8 IN FERNWOOD, BEING A RESUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P. I. N. 25-09-401-048-0000

FOR MORTGAGE TAX PURPOSES, Borrowers represent that the within Property is improved by:

(X) Single Family Resident

BEING the same Property which was conveyed to the Borrower by deed delivered and intended to be recorded simultaneously with this Mortgage. This Mortgage is a secondary mortgage given to secure a promise to repay a personal loan.

(B) All buildings and other improvements that are located on the Property described in subparagraph (A) of this section;

(C) All rights in other property that I have as owner of the Property described in subparagraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the Property";

(D) All rents or royalties from the Property described in subparagraph (A) of this section;

(E) All mineral, oil, gas rights and profits, water rights and stock that are part of the Property described in subparagraph (A) of this section;

(F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property as described in subparagraph (A) of this section;

(G) All fixtures that are now or in the future will be on this Property described in subparagraph (A) of this section;

(H) All of the rights and property described in subparagraphs (B) through (G) of this section that I acquire in the future;

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(I) All replacements of or additions to the Property described in subparagraphs (B) through (H) of this section; and

(J) All of the amounts that I pay to Lender under Paragraph 2 below.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY - I promise that: (i) I lawfully own the Property; (ii) I have the right to mortgage, grant and convey the Property to Lender; and (iii) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claim of such rights.

IN CONSIDERATION OF A LOAN MADE TO ME BY THE LENDER, I promise and I agree with Lender as follows:

1. **BORROWER'S PROMISE TO PAY** - I will pay to Lender on time principal and interest due under the Note and any prepayment and late charges due under the Note.

2. **MONTHLY PAYMENTS FOR TAXES AND INSURANCE**

(A) **BORROWER'S OBLIGATIONS** - I will pay all amounts necessary for taxes, assessments, leaseholds payments or ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any). I will pay those amounts to Cook County Treasurer's Office; or other authorities authorized to collect payment for the above debts, unless Lender tells me, in writing, that I do not have to do so, or unless the law requires otherwise. I will make those payments when due.

(B) **LENDER'S OBLIGATIONS** - Will not hold and escrow for taxes or insurance, and thereby holds the borrower's liable for paying such debts against the property.

3. **APPLICATION OF BORROWER'S PAYMENTS** - Unless the law requires otherwise, Lender will apply each of my payments under the Note and under Paragraphs 1 and 2 above in the following order and for the following purposes: first, to pay late charges due under the Note; next, to pay prepayment charges due under the Note; next, to pay the amounts due to Lender under Paragraph 2 above; next, to pay interest due; and last, to pay principal due.

4. **BORROWER'S OBLIGATION TO PAY ALL CHARGES, ASSESSMENTS AND CLAIMS** - I will pay all taxes, assessments and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument.

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I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will do this either by making the payments to Lender that are described in Paragraph 2 above or, if I am not required to make payments under Paragraph 2, by making the payments on time to the person owed them. (In this Security Instrument, the word "person" means any person, organization, governmental authority or other party.) If I make direct payments, then promptly after making any of those payments I will give Lender a receipt which shows that I have done so. If I make payment to Lender under Paragraph 2, I will give Lender all notices or bills that I receive for the amounts due under this Paragraph 4.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien." I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security instrument does not require me to satisfy a superior lien if: (i) I agree in writing to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation; or (ii) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up; or (iii) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the lien of this Security Instrument is superior to the lien held by that person. If Lender determines that any part of the Property is subject to a superior lien, Lender may give Borrower a notice identifying the superior lien. Borrower shall pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of the notice.

5. BORROWER'S OBLIGATION TO MAINTAIN HAZARD INSURANCE - I will obtain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. This insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies and other hazards for which Lender requires coverage. The insurance must be in the amounts and for periods of time required by the Lender. I may choose the insurance company, but my choice is subject to the Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable.

All of the insurance policies and renewals of those policies must include what is known as a "standard mortgage clause" to protect Lender. The form of all policies and renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "proceeds." The proceeds will be used to repair or to restore the damaged Property unless: (i) it is not economically feasible to make the repairs or restoration; or (ii) the use of the proceeds for that purpose would lessen the protection to Lender by this Security Instrument; or (iii) Lender and I have agreed in writing not to

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use the proceeds for that purpose. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the proceeds will be used to reduce the amount that I owe to Lender under the Note and under this Security Instrument. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may collect the proceeds. Lender may use the proceeds to repair or restore the Property or to pay the sums secured. The 30-day period will begin when the notice is given.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to those delays or changes.

If Lender acquires the Property under Paragraph 19 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the sums secured immediately before the Property is acquired by Lender or sold.

6. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL ANY LEASE OBLIGATIONS - I will keep the Property in good repair. I will not destroy, damage or substantially change the Property, and I will not allow the Property to deteriorate. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease. I also agree that, if I acquire the fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to the merger in writing.

7. LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY (MORTGAGE INSURANCE) - If either: (i) I do not keep my promises and agreements made in this Security Instrument, or (ii) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as a legal proceeding in bankruptcy, in probate, for condemnation or to enforce laws or regulations), Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Lender must give me notice before Lender may take any of these actions. Although Lender may take action under this Paragraph 7, Lender does not have to do so.

I will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 7. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the Note rate. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this Paragraph. This Security Instrument will protect

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Lender in case I do not keep this promise to pay those amounts with interest.

If Lender has required mortgage insurance as a condition of making the loan that I promise to pay under the Note, I will pay the premiums for that mortgage insurance. I will pay the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law. Lender may require me to pay the premiums in the manner described in Paragraph 2 above.

8. **LENDER'S RIGHT TO INSPECT THE PROPERTY** - Lender, and others authorized by Lender, may enter on and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection.

9. **AGREEMENTS ABOUT CONDEMNATION OF THE PROPERTY** - A taking of property by any governmental authority by eminent domain is known as "condemnation." I give to Lender my right: (i) to proceeds of all awards or claims for damages resulting from condemnation or other governmental taking of the Property; and (ii) to proceeds from a sale of the Property that is made to avoid condemnation. All of those proceeds will be paid to Lender.

If all of the Property is taken, the proceeds will be used to reduce the sums secured. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, the amount I owe to Lender will be reduced only by the amount of proceeds multiplied by the following fraction: the total amount of the sums secured immediately before the taking, divided by the fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to me.

If I abandon the Property, or I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the sums secured. The 30-day period will begin when the notice is given.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of monthly payments under the Note and under Paragraph 1 and 2 above. However, Lender and I may agree in writing to those delays or changes.

10. CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS

(A) **BORROWER'S OBLIGATIONS** - Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this Security Instrument. Even if Lender does this,

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however, that person and I will both still be fully obligated under the Note and under this Security Instrument.

Lender may allow those delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Security Instrument, even if Lender is requested to do so.

(B) **LENDER'S RIGHTS** - Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under the law, Lender will still have all of those rights and may exercise or enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will have the right under Paragraph 19 below to demand that I make immediate payment in full of the amount that I owe to the Lender under the Note and under this Security Instrument.

11. OBLIGATIONS OF BORROWER AND OF PERSONS TAKING OVER

BORROWER'S RIGHTS OR OBLIGATIONS - Any person who takes over my rights or obligations under this Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Similarly, any person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument.

If more than one person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the sums secured. However, if one of us does not sign the Note: (i) that person is signing this Security Instrument only to give that person's rights in the Property to Lender under the terms of this Security Instrument; and (ii) that person is not personally obligated to pay the sums secured; and (iii) that person agrees that Lender may agree with the other Borrowers to delay enforcing any of the Lender's rights or to modify or make any accommodations with regard to the terms of this security Instrument or the Note without that person's consent.

12. **LOAN CHARGES** - If the loan secured by this Security Instrument 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 permitted limits: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from the 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 under the Note.

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13. **NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT** - Any notice that must be given to me under this Security Instrument will be given by delivering it or mailing it by first class mail unless applicable law requires the use of another method. The notice will be addressed to me at the address stated in the section above titled "Description of Property." A notice will be given to me at a different address if I give the Lender a notice of a different address. Any notice must be given to Lender under this Security Instrument will be given by mailing it to Lender's address stated in paragraph (C) of the section above "Words Used in This Document." A notice will be mailed to Lender at a different address if Lender gives me notice of the address. A notice required by this Security Instrument is given when it is mailed or when it is delivered according to the requirements of this Paragraph 14 or of applicable law.

14. **LAW THAT GOVERNS THIS SECURITY INSTRUMENT** - This Security Instrument is governed by federal law and the law that applies in the place where the Property is located. If any term of this Security Instrument or of the Note conflicts with the law, all other terms of this Security Instrument and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Security Instrument and of the Note which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

15. **BORROWER'S COPY** - I will be given one conformed copy of the Note and of this Security Instrument.

16. **AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED OR ANY RIGHTS IN THE PROPERTY ARE SOLD OR TRANSFERRED OTHER THAN THE LIEN CREATED BY THE FIRST MORTGAGE LIEN UNDER THE SBA LOAN AND THE LIEN CREATED BY THIS MORTGAGE:**

(A) **"DUE ON SALE"** - Lender may require immediate payment in full, as this term is described in this Mortgage, of all sums secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may require immediate payment in full if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person. However, Lender shall not require immediate payment in full if this is prohibited by federal law on the date of this Security Instrument.

If Lender requires immediate payment in full under this Paragraph 17, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is mailed or delivered. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me further notice or demand for payment.]

(B) **ASSUMPTION OF MORTGAGE** - If I sell or transfer all or any part of the Property or sell or transfer any rights in the Property, any person to whom I sell or transfer the Property or any rights to the Property may take over all of my obligations and rights under the Mortgage. This is

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called an "assumption of the Mortgage." The Lender may, but need not, give its consent. The Lender may charge a different rate of interest that will be paid on the remaining principal balance due, either higher or lower. An assumption of the Mortgage will be permitted if: (i) I give the Lender notice of the sale or transfer and (ii) if Lender agrees that the credit of the person that I wish to sell or transfer to is satisfactory; and (iii) that person agrees, in writing: (a) to pay all amounts due to Lender under the Note and Mortgage at whatever rate of interest the Lender shall then require and (b) the person signs an agreement of assumption of the Mortgage in the form acceptable to the Lender and which states that person agrees to assume the Mortgage and agrees to be obligated to fulfill all of the Borrower's obligations as stated in the Note and Mortgage. If all of these conditions are met and the Lender agrees to permit an assumption of the Mortgage, the Lender will also agree to release me from all of my obligations under the Note and this Mortgage.

If I sell or transfer all or any part of the Property or my rights and the above conditions (i) through (iii)(b) of this paragraph 17(B) are not met, I will still be obligated under the Note and this Mortgage and the Lender may require immediate payment in full as that term is defined in this Mortgage.

The Lender will not have the right to require Immediate Payment in Full in the event of either of the following transfers: (i) rights in household appliances (but only to a person who provides me with money to buy those appliances and in order to protect that person against loss); (ii) to surviving co-owners, following the death of a co-owner, when such transfer is automatic according to law; or (iii) a lease of the Property for a term of less than three (3) years and in the event that such lease does not give to tenant an option to buy the Property.]

(C) **OTHER LIENS, MORTGAGES OR ENCUMBRANCES** - Other than the lien created by this Mortgage, I will not create nor allow the creation of any liens, mortgages or encumbrances, including any that may be junior, second or subordinate or inferior to the lien created by this Mortgage, without the written consent of the Lender on such terms as the Lender may require.]

18. **BORROWER'S RIGHT TO HAVE LENDER'S ENFORCEMENT OF THIS SECURITY INSTRUMENT DISCONTINUED** - Even if Lender has required immediate payment in full, I may have the right to have enforcement of this Security Instrument discontinued. I will have this right at any time before sale of the Property under any power of sale granted by this Security Instrument or at any time before a judgment has been entered enforcing this Security Instrument if I meet the following conditions:

(A) I pay to Lender the full amount that would have been due under this Security Instrument and the Note if Lender had not required immediate payment in full; and

(B) I correct my failure to keep any of my other promises or agreements made in this Security Instrument; and

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(C) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, for example, reasonable attorneys' fees; and

(D) I do whatever Lender reasonably requires to assure that Lender's rights in the Property, Lender's rights under this Security Instrument, and my obligations under the Note and this Security Instrument continue unchanged.

If I fulfill all of the conditions in this Paragraph 18, then the note and this Security Instrument will remain in full effect as if immediate payment in full had never been required. However, I will not have the right to have Lender's enforcement of this Security Instrument discontinued if Lender has required immediate payment in full under Paragraph 13 or 17 above.

19. **LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES** - Except as provided in Paragraphs 15 and 17 above, if all of the conditions stated in subparagraphs (A), (B) and (C) of this Paragraph 19 are met, Lender may require that I pay immediately the entire amount then remaining unpaid under this Note and under this Security Instrument. Lender may do this without making any further demand for payment. This requirement is called "immediate payment in full."

If Lender requires immediate payment in full, Lender may bring a lawsuit to take away all of my remaining rights to the Property and have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale." In any lawsuit for foreclosure or sale, Lender will have the right to collect all costs allowed by law.

Lender may require immediate payment in full under this Paragraph 19 only if the following conditions are met:

(A) I fail to keep any promise or agreement made in this Security Instrument, including the promise to pay when due all sums secured.

(B) Lender sends to me, in the manner described in Paragraph 14 above, a notice that states: (i) the promise or agreement that I failed to keep; (ii) the action that I must take to correct the default; (iii) a date by which I must correct the default (and the date must be at least 20 days from the date on which the notice is given); (iv) that if I do not correct the default by the date stated in the notice, Lender may require immediate payment in full, and as well Lender or another person may acquire the Property by means of foreclosure and sale; (v) that if I meet the conditions stated in Paragraph 18 above, I will have the right to have Lender's enforcement of this Security Instrument discontinued and to have the Note and this Security Instrument remain fully effective as if immediate payment in full had never been required; and (vi) that I have the right in any lawsuit for foreclosure and sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have.

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(C) I do not correct the default stated in the notice from Lender by the date stated in that notice.

20. LENDER'S RIGHTS TO RENTAL PAYMENTS AND TO TAKE POSSESSION OF THE PROPERTY - If Lender requires immediate payment in full, or if I abandon the Property, then Lender, persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (i) collect the rental payments, including overdue rental payments, directly from tenants; (ii) enter on and take possession of the Property; (iii) manage the Property; and (iv) sign, cancel and change leases. If Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph 20, I agree that the tenants may make those rental payments to Lender without having to ask whether I have failed to keep my promises and agreements under this Security Instrument.

If there is a judgment for Lender in a lawsuit for foreclosure and sale, I will pay to Lender reasonable rent from the date the judgment is entered for as long as I occupy the Property. However, this does not give me the right to occupy the Property.

All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 20, will be used first to pay the costs of collecting rental payments and or managing the Property. If any part of the rental payment remains after those costs have been paid in full the remaining part will be used to reduce the sums secured. The cost of managing the Property may include the receiver's fees, reasonable attorneys' fees and the cost of any necessary bonds.

21. BORROWER'S USE OF PROPERTY, COMPLIANCE WITH LAW AND ALTERATIONS

(A) **USE OF PROPERTY, COMPLIANCE WITH LAW** - Borrower agrees to use and maintain the Property so as to be in compliance with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property. Borrower agrees that the Property shall be used only as permitted by law or zoning classification on the date of signing of this Security Instrument and agrees not to use or to seek, agree to or make or permit any change in the use of the Property without the written consent of the Lender.

(B) **ALTERATIONS** - Borrower agrees not to remove, demolish, destroy or materially alter or permit any other person to remove, demolish, destroy or alter the Property or any buildings or improvements located on the Property without the written consent of the Lender.

22. LENDER'S OBLIGATION TO DISCHARGE THIS SECURITY INSTRUMENT - When Lender has been paid all amount due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. I will not be required to pay Lender for this discharge, but I will pay all costs of recording the discharge in the proper official records.

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BY SIGNING THIS MORTGAGE AND ACCEPTING THE LOAN FROM LENDER,
Borrower accepts and agrees to the promises and agreements contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with this Security Instrument.

Julian Hines
Borrower Julian Hines

Avis Cherly-Ann Hines
Borrower Avis Cherly-Ann Hines

Anthony Rainey
Mortgagee- Anthony Rainey

Witness:

Z. D. R.

SUBSCRIBED AND SWORN TO THIS

20th DAY OF September 2011

Carolyn Johnson
NOTARY PUBLIC



Mail To: Anthony Rainey
9633 S. Wood
Chicago IL 60643