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Illinois Anti-Fredatory
Lending Database Program
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Doc#: 1223655078 Fee: \$58.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 08/23/2012 01:26 PM Pg: 1 of 11

Certificate of Exemption

Report Mortgage Fra 800-532-8785

The property identified as

13-16-113-004-0000

Address

Street

5347 W Leland Ave

Street line 2

City Chicago

State IL

Lender Genworth Financial Home Equity Access

Borrower Angel M Rivera

Loan / Mortgage Amount \$420,000 00

2004 County Clerks 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

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I. ATIONA

Certificate number: 2F98E0D5-A1A5-499C-AD20-1C537EAB27CE

Execution date 06/11/2012

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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 Rock Road, Suite 200 Rancho Cordovo, CA 95670

Space Above This Line For Recording Data

State of Illinois

FHA Case Number 137-6508825/951-255 Loan Number 3000029391 MIN 1007992-3000029391-6

FIXED RATE HOME EQUITY CONVERSION MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on Jur e 11, 2012 ("Date"). The mortgagor is ANGEL M RIVERA whose address is 5347 W LELAND AVE, CHICAGO, IL 60630-3621 ("Borrower") The mortgagee under this Security Instrument is Mortgage Fiertronic 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 thr. laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS. This Security Instrument is given to Genworth Financial Home Equity Access, in: 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, uniter 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 same 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 or to a maximum pancipal amount of FOUR HUNDRED TWENTY THOUSAND AND NO/106 (U.S. \$420,000 00), (b) the payment of all other sums, with interest at the note rate of FIVE AND 060/1700 percent '5 060%) 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 May 03, 2088. For this purpose. Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and

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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 13-16-113-004-0000 which has the address of 5347 W LELAND AVE, CHICAGO, IL 60630-3621 ("Property Address")

TOCLTHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, an outenances, 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 inc. "Property" Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominate in 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 Sorrower 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 Commbrances 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 covening real property

UNIFORM COVENANTS Borrower and Lender coven int and agree as follows

- Payment of Principal and Interest Borrower shall pe, 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 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.
- Fire, Flood and Other Hazard Insurance Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, crisualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to 'the erricht 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.

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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 extinguishes the indebtedness, all right title and interest of Borrower in and to insurance policies in force shall cass to the purchaser

4. Occupancy, Preservation, Maintenance and Protection of the Property, Borrower's Loan Application, Learnetholds. 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 drail 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.

Bo rower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable what and tear excepted. Borrower shall also be in default if Bo rower, during the loan application process, gave materially false 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 concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Bo rower shall comply with the provisions of the learle. 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 the not included in Paragraph 2 Borrower shall pay these obligations on time directly to the entity 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 E-orrower 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 up 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 Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional

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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
- Concernation 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 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 lees and charges authorized by the Secretary
- 9 Grounds for Acceleration of Pahr
 - (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 Propert is not the principal residence of at least one surviving Borrower, or
 - (ii) All of a Borrower's title in the Property (o. n.s. 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 renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the joungest Borrower or retains a life estate, (or retaining a beneficial interest in a trust with such an interest 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 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 Porrower, 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 pincinal 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 Paragraph 9 (a)(ii) and (b) occur

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- (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
 - Self 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, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered as having a principal residence for purposes of this Paragraph 9.
- (f) Mortgage Not Insured Commer 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, remure 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 which the unavailability of insurance is solely due to Lender's fallure to remit a mortgage insurance premium to the Secretary.
- No Deficiency Judgments Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the dept 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.
- 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 leading-ment for immediate payment-in-full. Foreclosure costs and reasonable and customary attorney's flees and expenses properly associated with the foreclosure proceeding shall be added to the portugal 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.

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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 future loan advances through the execution and recordation of one or more documents, then cender 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 15, 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 Program's Bi rrower 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) arrees 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 foreture 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 Lende. Security Instrument, Lender may give Borrower a notice identifying the lien Borrower shall satisfy the lien or take one more of the actions set forth above within 10 days of the giving or 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
 - The Secretary accepts reimbursement by the Lender for all payments made by the Secretary

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including

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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 Secretary 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 in Walver. Any forbearance by Lender in exercising any right or remedy shall not be a walver or or preclude the exercise of any right or remedy
- Successors and Assigns Bound, Joint 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 Secretary Borrower's covenants and agreements shall be joint and several
- Notices Any notice to Borrower provided for in this Serumy 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 auriless 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-LINIFORM COVENANTS Borrower and Lender covenant and agree as follows

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and

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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 Instrument, (b) Lender shall be entitled to collect and receive all of the rents of the Property, and (c) erich tenant 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 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 be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower 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 Secriptian Instrument is paid in full.

- 20 Foreclosure Procedure If Lengt, 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 retorneys' 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 hy 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 the priority shall not affect the priority of any liens for unpaid State or local governmental unit openial 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 change Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waiver of Homestead in accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws
- Placement of Collateral Protection Insurance Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases.

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rnay 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 cutstanding 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	Ride's to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and site, a nend and supplement the covenants and agreements of this Security Instrument as if the rider(s) worr a part of this Security Instrument. [Check applicable box(es)]
	Condominium Rider [] Planned Unit Development Rider
] Shared Appreciation Rider [] Other(s) [Specify]
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, peprovals, 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 increassary 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 nerve to "Mortgagee" shall include Lender and its successors and assigns.
thie	BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in
นแธ	Security Instrument and in any rider(s) executed by Borrower and recorded with it
/	Paralle 1900 for the first

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Borrower - Angel M Rivera

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secured hereby

I.m.R. AMR.

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Felicita M. Rivera is joining in the execution of

this Security Instrument solely for the purpose of consenting to the encumbrance of, and writing any homestead and/or community property nghts in, the described Property and is not assuming any personal liability for payment of the debt

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[Space Below This Line For Acknowledgment]
State of Illinois
County COOK
The foregoing instrument was acknowledged before me on \(\square\) \(\square\) \(\square\)
by Angel M Rivera and Felicita M Rivero
Mula Com
(Signature of Season taking acknowledgment) My Commission Explires on PUG 26 2014
- 1 OURO7
NELIDA QUIROZ OFFICIAL SEAL Notary Public State at Illinois My Commission Explies August 26 2014
Notary Public State of Interest My Commission Explies August 26 2014
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My Commission 2014 August 26 2014

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-f.m.R. AMR

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