

This Instrument Prepared By:
Judith DiGiorgi
Taylor, Bean & Whitaker Mortgage Corp.
4901 Vineland Rd, Suite 120
Orlando, FL. 32811

After Recording Return To:
Lori A. Lowe
Doc Solutions
2316 Southmore Avenue
Pasadena, Texas 77502

BIO 123117

**REO PROPERTY MORTGAGE/DEED OF TRUST
(AOT LOANS)**

THIS MORTGAGE (this "Mortgage") is made this 21st day of MAY, 2013, between TAYLOR, BEAN & WHITAKER REO, LLC, as Mortgagor ("Mortgagor"), and FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF COLONIAL BANK, MONTGOMERY, ALABAMA, as Mortgagee ("Mortgagee").

Indebtedness Being Secured. Reference is hereby made to the Repayment and Security Agreement [AOT] dated as of May 16, 2012 between Taylor Bean & Whitaker REO, LLC. and Mortgagee (the "Repayment and Security Agreement"). All capitalized terms not otherwise defined in this Mortgage shall have the meaning set forth in the Repayment and Security Agreement. Mortgagor is signing this Mortgage to secure to Mortgagee the payment of \$100.00 plus other obligations of Taylor Bean & Whitaker REO, LLC. pursuant to the Repayment and Security Agreement and the other Repayment Documents.

Security. The applicable language set forth below will apply to the applicable mortgage or deed of trust theory of the state in which the property is located:

For Mortgage States:

Mortgagor hereby mortgages, grants and conveys to Mortgagee the following described real estate located in the State of _____, subject only to restrictions of record and the lien of this Mortgage:

SEE ATTACHED EXHIBIT "A"
having an address of _____,

UNOFFICIAL COPY

For Deed of Trust States:

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH: That to secure the prompt payment of said indebtedness and all charges and advances in the Notes and as herein provided, Grantor ("Mortgagor"), in consideration of the sum of One Dollar in hand paid by said Trustee at and before the sealing and delivering of these presents, the receipt of which is hereby acknowledged, does hereby grant and convey in fee simple unto the Trustee the land and premises described below (the "Property");

LOT 10 IN BLOCK 8, IN SECOND ROSELAND HEIGHTS SUBDIVISION OF THE EAST 2/3 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

having an address of 9628 Forest Ave., Chicago, Il. 60628,
Parcel No.: 25-10-109-030

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold), are hereinafter referred to as the "Property".

Mortgagor covenants that it is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property.

Promises and Agreements. Mortgagor agrees with Mortgagee as follows:

1. **Performance of Obligations.** Mortgagor shall perform, or if Mortgagor is not Taylor, Bean & Whitaker Mortgage Corp., Mortgagor shall cause Taylor, Bean & Whitaker Mortgage Corp. to perform all of Taylor, Bean & Whitaker Mortgage Corp.'s obligations pursuant to the Repayment and Security Agreement and the other Repayment Documents. Mortgagor covenants and agrees that there is adequate consideration given for the grant of this Mortgage, and to the extent that Taylor Bean & Whitaker Mortgage Corp. is not Mortgagor, then Mortgagor covenants and agrees that it is a direct beneficiary of the agreements and obligations of the parties to the Repayment and Security Agreement and the other Repayment Documents such that it receives direct and continuing benefit from the rights and obligations of Mortgagee and Taylor Bean & Whitaker Mortgage Corp. under and in accordance with the Repayment and Security Agreement and the other Repayment Documents.

2. **Protection of Mortgagee's Security.** Mortgagee shall have such rights for protection of the Property and its interest in the Property as are set forth in the Repayment and Security Agreement, the Repayment Documents and the Mortgage Loan Assignment and Servicing Agreement dated as of May 16, 2012 between Taylor, Bean & Whitaker Mortgage Corp. and Mortgagee (the "MLASA"). Amounts expended in protection of the Property and Mortgagee's interest in the Property shall have the characterization set forth in the Repayment and Security Agreements, the other Repayment Documents and the MLASA. Nothing contained in this

UNOFFICIAL COPY

Section shall require Mortgagee to incur any expense or take any action hereunder, and inaction by Mortgagee shall never be considered a waiver of any right accruing to Mortgagee on account of any provision in this Section.

3. Continuation of Obligation; Forbearance by Mortgagee Not a Waiver; Remedies Cumulative. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor or any of Mortgagor's successors in interest shall not operate to release, in any manner, Mortgagor from any liability under this Mortgage. Mortgagee shall not be required to commence proceedings against such successor or to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by Mortgagor or Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

4. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor.

5. Notice. Except for any notice required under applicable law to be given in another manner, any notices required to be given under this Mortgage shall be served by hand delivery or by certified mail, return receipt requested in accordance with the terms of the Repayment and Security Agreement.

6. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage that can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable.

7. Transfer of the Property or of a Beneficial Interest in Mortgagor. It shall be an immediate default under the terms of this Mortgage if, without the prior written consent of Mortgagee, which consent shall be granted or withheld at Mortgagee's sole discretion, Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale (including installment sale), assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (collectively, "Transfer") of the Property or any part thereof or interest therein (or if all or a portion of the direct or indirect beneficial interest of Mortgagor is transferred) that is not made in accordance with the terms of the Repayment and Security Agreement, the other Repayment Documents and the MLASA or that is not otherwise made with Mortgagee's prior written consent. In the event of such default, Mortgagee may exercise any of the remedies contained in this Mortgage, the Repayment and Security Agreement and the other Repayment Documents, including the right to declare all amounts secured by this Mortgage, immediately due and payable for purposes of foreclosing on this Mortgage.

UNOFFICIAL COPY

8. **Acceleration; Remedies.** Upon any "Events of Default " in the Repayment and Security Agreement, in addition to such other remedies as Mortgagee shall have pursuant to the Repayment and Security Agreement and the other Repayment Documents, Mortgagee may accelerate such sums as are secured by this Mortgage and conduct a foreclosure by judicial proceeding of the Property and sale of the Property. Mortgagee shall be entitled to collect on such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and cost of documentary evidence, abstracts, and title reports.

9. **Assignments of Rents; Appointment of Receiver.** As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall, prior to acceleration under Section 9 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Section 9 hereof or abandonment of the Property, and further notice to Mortgagor, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due.

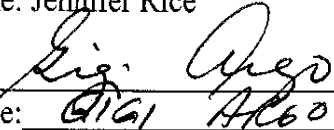
10. **Release.** In advance of a sale and conveyance of the Property to be completed in accordance with the Repayment and Security Agreement, the other Repayment Documents and the MLASA, Mortgagee shall cause this Mortgage to be released and discharged, and the cost of the same shall be a Servicer Advances and Costs in accordance with the Repayment and Security Agreement.

11. **Authority to Sign.** The execution of this Mortgage has been duly authorized.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first set forth above.

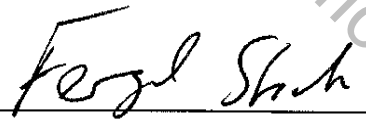
Witnesses:


Printed Name: Jennifer Rice


Printed Name: Fergal Stack

MORTGAGOR:

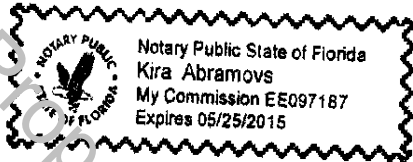
TAYLOR, BEAN & WHITAKER REO, LLC.


By: 
Name: Fergal Stack
Title: Executive Vice President & Secretary

UNOFFICIAL COPY

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21 day of May, 2013, by Fergal Stack, as Executive Vice President & Secretary of TAYLOR, BEAN & WHITAKER REO, LLC., on behalf of the company. He [X] is personally known to me OR [] has produced a driver's license as identification.





Notary Public, State of Florida
Printed Name: Kira Abramovs
My Commission Expires: 05/25/2015

Mail Tax Bills to:

Taylor, Bean & Whitaker Mortgage Corp.
4901 Vineland Rd, Suite 120
Orlando, FL. 32811
Attention: Asset Management

Property of Cook County Clerk's Office