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Recording requested by and
When recorded return to:
Jesus Fonseca
5358 S Kostner Ave
Chicago, IL 60632

Doc#: 1411854055 Fee: \$74.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/28/2014 10:14 AM Pg: 1 of 19

Assessor Number: 19-10-325-030-0000
Instrument Number: 0910404013
Property Address: 5358 S Kostner Ave
Chicago, IL 60632

Space above this line for Recorder's use only

NOTICE OF FRAUDULANT ASSIGNMENT

To all parties and the public,

Mortgage Electronic Registration Systems (MERS) is and never was neither a holder in due course nor a party of interest. Numerous case law and Supreme Court rulings have been tested on this matter with regards to MERS and its standing.

MERS therefore has not legal standing to grant anyone the power of "Holder in Due Course". This case is Lis Pendens where the outcome of the controversy will be adjudicated by a Superior Court Judge.

As Grantor and Trustor of this legal property, I hereby declare that the assignment made on 09/30/2011, Doc No. 1127357229 is unlawful and fraudulent and has no standing.

NOTICE OF REVOCATION OF POWER OF ATTORNEY

THE SOUTH 36.42 FEET OF LOT 5 IN BLOCK 7 IN ARCHER HIGHLAND ADDITION, BEING HH WESSEL AND COMPANY'S SUBDIVISION OF THE WEST ¼ OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 10, ALSO THE EAST ¼ (EXCEPT THE RAILROAD RIGHT OF WAY) OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

5358 S Kostner Ave, Chicago, IL 60632

I, the undersigned, Jesus Fonseca, residing at 5358 S Kostner Ave in Chicago, IL 60632 hereby revoke the Power of Attorney dated 04/14/2009 relating to loan number 199629073 and granted to:

Trustee: MERS, Inc.
1818 Library Street, Suite 300
Reston, VA 20190

And

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Notary Public Department
 Will County Clerk's Office • 302 N. Chicago Street • Joliet, Illinois 60432
 815 • 740 • 4615 • Fax: 815 • 740 • 4699
 Website: www.thewillcountyclerk.com • E-mail: coclrk@willcountyillinois.com

STATE OF ILLINOIS
 COUNTY OF WILL

} SS

CERTIFICATE OF AUTHORITY

I, Nancy Schultz Voots, County Clerk of said County and State, do hereby certify that
Harry E. Norman

whose name is subscribed to the attached certificate of proof, acknowledgement, or affidavit, was at the time of making said proof, acknowledgement, or affidavit, a Notary Public in and for the said County and residing therein, duly commissioned, sworn and authorized by the laws of said State to take and certify proofs, acknowledgments, affidavits, acknowledgments and proofs of deeds and other written instruments to be recorded in said State, and that full faith and credit are and ought to be given to the official acts of said officer; and I further certify that I am well acquainted with the handwriting of said officer and verily believe the signature to the attached certificate is the genuine signature of said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 10th day of April A.D. 2014

(Seal)

Nancy Schultz Voots
 County Clerk of Will County

Will County Clerk's Office

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Beneficiary: Bank of America
100 North Tryon Street
Charlotte, NC 28255

Through a process of discovery, I have reason to believe the Security Instrument associated with my Deed of Trust is fraudulent. The Beneficiary has been given over 40 days to produce a proof of claim but has not been able to and has exhausted their administrative remedy.

Effective March 19, 2014, I, Jesus Fonseca hereby give notice to Bank of America AND MERS, Inc. and all other interested parties that I withdraw every power and authority thereby given and declare and above Power of Attorney null and void and of no further force or effect except the power of to issue a Full Re-conveyance.

WITNESS

Jesus Fonseca
BORROWER

JURAT

State of Illinois)
)ss:
County of Will)

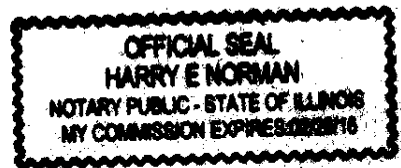
Subscribed and sworn to (or affirmed) before me on this 10th day of

April, 2014. By HARRY E. NORMAN,
proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Harry E. Norman
Notary

(SEAL)

My Commission Expires: 02/25/2016



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Exhibit A

Property of Cook County Clerk's Office



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1127357229
Date: 09/30/2011 12:50 PM Pg: 1 of 2
Cook County Recorder of Deeds
*RHSP FEE \$10.00 Applied

Recording Requested By:
Bank of America
Prepared By: Barbara Nord
888-603-9011

When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036



DocID# 70219962907314341
Tax ID: 19-10-325-030-0000

Property Address:
5358 S Kostner Av
Chicago, IL 60632-4613

IL0v2-AM 15293911

09/17/2011

This space for Recorder's use

MIN #: 100063415420154025.

MERS Phone #: 888-679-6377

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is 400 NATIONAL WAY, SIMI VALLEY, CA 93065 all beneficial interest under and to certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: **EVERBANK**

Borrower(s): **JESUS FONSECA, AN UNMARRIED PERSONS**

Date of Mortgage: 3/26/2009 Original Loan Amount: \$324,450.00

Recorded in Cook County, IL on: 4/14/2009, book N/A, page N/A and instrument number 0910404013

Property Legal Description:

THE SOUTH 36.42 FEET OF LOT 5 IN BLOCK 7 IN ARCHER HIGHLAND ADDITION, BEING H. H. WESSEL AND COMPANY'S SUBDIVISION OF THE WEST 1/4 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, ALSO THE EAST 1/4 (EXCEPT THE RAILROAD RIGHT OF WAY) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. NOTE FOR INFORMATION: COMMONLY KNOWN AS: 5358 S. KOSTNER AVENUE, CHICAGO, IL 60632 PIN: 19-10-325-030

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on

09-20-11

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: 
Chester Levings, As sistant Secretary

001011432 FONSECA J



610 199629073 D8 001 003

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State of California
County of Ventura

On Sept 20th, 2011 before me, Evette Ohanian, Notary Public, personally appeared Chester Levings

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity (~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Evette Ohanian

Notary Public: _____
My Commission Expires: _____

(Seal)



Property of Cook County Clerk's Office

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Process Loans, Not Paperwork™

www.mers-servicerid.org

1 record matched your search:

MIN: 1000634-1542015402-5 Note Date: 03/26/2009

MIN Status: Inactive

Servicer: Bank of America, N.A.
Simi Valley, CA

Phone: (800) 669-6607

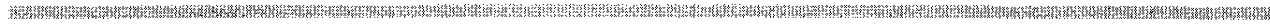
If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

[Return to Search](#)

For more information about Mortgage Electronic Registration Systems, Inc. (MERS) please go to www.mersinc.org

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Select borrower type and enter borrower information to see Investor for MIN 1000634-1542015402-5.

Investor for Individual Borrower

Your entries may be either upper or lower case.

*Fields marked are required.

*Last Name:

*SSN: - -

By checking this box, the borrower or borrower's authorized representative is attesting to the fact that he or she is in fact the borrower or borrower's authorized representative for the loan in question. Additionally, borrowers wishing to learn the identity of their loan's investor must confirm their identity by entering their last name or corporation name as well as their SSN or TIN. If this information does not match the information contained in the MERS® System for the borrower of the loan, the *investor information will not be displayed. Borrowers should verify the results with their loan servicer.

Investor for Corporation/Non-Person Entity Borrower

Your entries may be either upper or lower case.

*Fields marked are required.

*Corporation/Non-Person Entity Name:

*Taxpayer Identification Number:

By checking this box, the borrower or borrower's authorized representative is attesting to the fact that he or she is in fact the borrower or borrower's authorized representative for the loan in question. Additionally, borrowers wishing to learn the identity of their loan's investor must confirm their identity by entering their last name or corporation name as well as their SSN or TIN. If this information does not match the information contained in the MERS® System for the borrower of the loan, the *investor information will not be displayed. Borrowers should verify the results with their loan servicer.

Servicer: Bank of America, N.A.
Simi Valley, CA

Phone: (800) 669-6607

Investor: Bank of America, National Association

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EXHIBIT B

Property of Cook County Clerk's Office



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Illinois Anti-Predatory Lending Database Program

Certificate of Compliance

mail to:
ILLINOIS ANTI-PREDATORY LENDING ACTIVITY
5801 N. MICHIGAN RD
MILLER CENTER VILLAGE, IL 60007



Doc#: 0910404013 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/14/2009 08:32 AM Pg: 1 of 10

0915572

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 19-10-325-030-0000

Address:

Street: 5356 S KOSTNER AVE

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60632

Lender: EverBank

Borrower: Jesus Fonseca

Loan / Mortgage Amount: \$324,458.00

Pursuant to 765 ILCS 77/70 et seq., this Certificate authorizes the Cook County Recorder of Deeds to record a residential mortgage secured by this property and, if applicable, a simultaneously dated HELOC.

Certificate number: ED9DD1D5-2E67-4BAD-ABCB-669298D0C80F

Execution date: 03/26/2009

10 pp

Handwritten signature

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After recording please mail to:

EverBank

[Name]

Post Closing

[Attention]

8200 Nations Way

[Street Address]

Jacksonville, FL 32256

[City, State Zip Code]

This instrument was prepared by:

EverBank

[Name]

2550 West Golf Road, Suite 100

[Street Address]

Rolling Meadows, IL 60008

[City, State Zip Code]

Permanent Index Number: 19-10-325-030-0000

[Space Above This Line For Recording Data]

MAIL TO:

LAKESHORE TITLE AGENCY

1301 E. HIGGINS RD

ELK GROVE VILLAGE, IL 60007

0915572

ILLINOIS MORTGAGE

FHA Case No.

137-4024387-703

Loan No.: 1542015402

FIN: 10006315420154025

THIS MORTGAGE ("Security Instrument") is given on March 26, 2009. The mortgagor is **Jesus Fonseca, an unmarried person** ("Borrower"). The Security Instrument is given to **EverBank** which is organized and existing under the laws of the United States of America, and whose address is **West Golf Road, Suite 100, Rolling Meadows, IL 60008** ("Lender"). The Mortgage Electronic Registration System, Inc. ("MERS") is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of **Post Office Box 2026, Flint, MI 48501-2026**, (888) 679-MERS. Borrower owes Lender the principal sum of **Three Hundred Twenty Four Thousand Hundred Fifty Eight and 00/100ths Dollars (U.S. \$324,458.00)**. The debt is evidenced by Borrower's promissory note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with interest, on the debt, if not paid earlier, due and payable on **April 1, 2039**. This Security Instrument secures to Lender: (a) the payment of the debt evidence by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under the Note; and (c) the performance of the obligations of the Borrower under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to MERS, as nominee for Lender and Lender's successors and assigns) the successors and assigns of MERS, the following described property located in Cook County, Illinois:

REVOKED, RECINDED AND CANCELLED
WITHOUT PREJUDICE



1 5 4 2 0 1 5 4 0 2

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09/10/04013 Page: 3 of 10

See exhibit "A" attached hereto and made a part hereof.

which currently has the address of 5358 South Kostner Avenue

[Street]
Chicago, Illinois 60632 ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, 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 granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for 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 or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to 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 covenant and agree as follows:

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.



If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order of Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. 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 pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear expected. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and



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preserve such vacant or abandoned Property. 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 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, 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.

6. 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, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 5, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. 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.

7. 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 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.

If Borrower fails to make these payments or the payments 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 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.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to 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 satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. § 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:



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09/04/01 Page: 6 of 10

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to 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. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. 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 lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. 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.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

13. 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 Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by



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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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. 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 the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each 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 17.

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 the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding and invoke any other remedies permitted by applicable law. Lender shall be entitled to collect all costs and expenses incurred in pursuing the remedies



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provided in this Paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender forecloses this Security Instrument, Lender shall give notice in the manner required by applicable law to Borrower and any other persons prescribed by applicable law. Lender shall also publish the notice of sale, and the Property shall be sold, as prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the manner prescribed by applicable law.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. 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 Borrower a fee for releasing this Security Instrument, but only if the fees paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

20. Waiver of Homestead. In accordance with the laws of the State of Illinois, the undersigned are hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State.

21. 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 the property. This 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 property. 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 property, 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.

22. Riders 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 shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

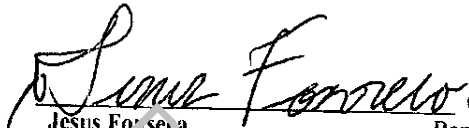
- | | |
|---------------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Graduated Payment Rider |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Growing Equity Rider |
| <input type="checkbox"/> Other [specify] | |

The following signature(s) and acknowledgment(s) are incorporated into and made a part of this Illinois Mortgage dated **March 26, 2009** between **Jesus Fonseca, an unmarried person, EverBank.**



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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.

 (Seal)
Jesus Fonseca
-Borrower
[Printed Name]

____ (Seal)
-Borrower
[Printed Name]

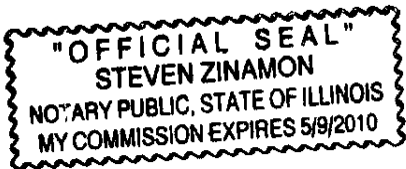
____ (Seal)
-Borrower
[Printed Name]

____ (Seal)
-Borrower
[Printed Name]

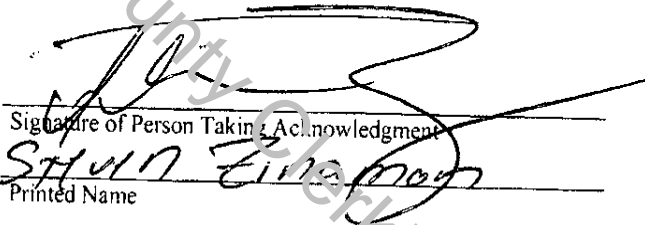
ACKNOWLEDGMENT

State of Ill
County of Cook

The foregoing instrument was acknowledged before me this 3/26/09
by Jesus Fonseca.



(Seal)


Signature of Person Taking Acknowledgment
STEVEN ZINAMON
Printed Name
NOTARY
Title or Rank

Serial Number, if any:



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Esrow File No.: 0915572

EXHIBIT "A"

The South 36.42 feet of Lot 5 in Block 7 in Archer Highland Addition, being H. H. Wessel and Company's Subdivision of the West 1/4 of the West 1/2 of the Northeast 1/4 of Section 10, also the East 1/4 (except the railroad right of way) of the East 1/2 of the Southwest 1/4 of Section 10, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Note for information:

Commonly known as: 3358 S. Kostner Avenue, Chicago, IL 60632

Pin: 19-10-325-030

Property of Cook County Clerk's Office