Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 06-07-405-035-0000

Address:

Street:

758 Bent Ridge Lane

Street line 2:

City: Elgin

Lender: American Advisors Group

Borrower: Constance C. Koopman, Trustee

Loan / Mortgage Amount: \$219,000.00

State: IL This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the loan is a reverse mortgage.

Certificate number: C3B20801-5B1B-4E7B-BBC7-C8D5A9DC583B

Execution date: 01/05/2015

This Instrument was Prepared by:

American Advisors Group 3800 W Chapman Ave, 3rd Floor Orange, CA 92868

When Recorded Mail to:

American Advisors Group 3800 W Chapman Ave, 3rd Floor Orange, CA 97.868

Subsequent tax bills are to be sent to:

RETURN TO: FNC Title Services, LLC 1300 Piccard Drive Suite 105 Rockville, MD 20850 20141-595

[Space Above Thi: Line For Recording Data]

State of ILLINOIS

FHA Case No. 137-7884186-961 Loan No. 1709394 MIN: 1002450 0005026706-2

# FIXED RATE HOME EQUITY CONVERSION MOR ( ) AGE

THIS MORTGAGE ("Security Instrument") is given on January 5, 2015. The mortgager is CONSTANCE C. KOOPMANN, TRUSTEE OF THE CONSTANCE C. KOOPMANN TRUST #2 DATED MARCH 28, 2012, whose address is 758 BENT RIDGE LANE, ELGIN, Illinois 60120 ("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), which is organized and existing under the laws of Delaware, and whose address is P.O. Box 2026, Flint, MI 48501-2026, telephone (888) 679-MERS. American Advisors Group is organized and existing under the laws of California, and has an address of 3800 W Chapman Ave, 3rd Floor, Orange, CA 92868 ("Lender"). Borrower has agreed to repay and warrants to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Fixed-Rate Note dated the same date as this Security Instrument ("Note"). The mortgagee of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at the fixed rate of 5.060% (interest), and all renewals, extensions and modifications of the Note, up to a maximum principal amount of Two Hundred Nineteen Thousand Dollars and



Zero Cents (U.S. \$219,000.00); (b) the payment of all other sums, with interest, 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 due earlier, is due and payable on November 11, 2082. For this purpose, Borrower grants, bargains, sells, conveys, mortgages and warrants to MERS and to the successors and assigns of MERS, the following described real estate located in COOK County, ILLINOIS:

See legal description as Exhibit A attached hereto and made a part hereof for all intents and purposes

which has the address of 758 BENT RIP GE LANE, ELGIN, Illinois 60120, ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fintures 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 Borrow at 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 and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered. 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 and Interest. Borrower shall pay when due the principal o, and interest on, the debt evidenced by the Note.
- 2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes are ard insurance premiums, flood insurance premiums, ground rents, condominium fees, planned unit development fees, homeowner's association fees, and any other assessments that may be required by local or state law in a timely manner, and shall provide evidence of payment to Lender.
- 3. 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. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban 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 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 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 passet the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lease Als. Borrower shall occupy, establish, and use the Property as Borrower's Principal Residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's Principal Residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide 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 thus Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender Agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owied 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 pomptly discharge any lien which has priority over this Security Instrument in the manner provided in Palay aph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph?, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a 'egal 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.

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 debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to



#### the Borrower.

- 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.
- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Non-Borrowing Spouse. Borrower, N/A is married to N/A ("Non-Borrowing Spouse"), who is not a Borrower under the terms of the "Note," "Loan Agreement" or this Security Instrument.
- 10. Grounds for Acceleration of Debt.
  - (a) Due and Payable Death.
    - (i) Except as provided in Paragraph 10(a)(ii), Lender may require immediate payment in full of all sums secured by this Security Listrument if a Borrower dies and the Property is not the Principal Residence of at least on, surviving Borrower.
    - (ii) Lender shall defer the Due and Paye't's requirement under Paragraph 10(a)(i) above for any period of time ("Deferral Period") in which a Non-Borrowing Spouse identified in Paragraph 9 resides in the Property as [his/her] Principal Residence and all of the following conditions are, and continue to be, met:
      - a. Such Non-Borrowing Spouse remained the space of the identified Borrower for the duration of such Borrower's lifetime;
      - b. Such Non-Borrowing Spouse has occupied, and continues to occupy, the property securing the Note as [his/her] Principal Residence;
      - c. Such Non-Borrowing Spouse has established legal owner-in or other ongoing legal right to remain in the property securing this Note;
      - d. All other obligations of the Borrower under the Note, the Loan Agreement and this Security Instrument continue to be satisfied; and
      - e. The Note is not eligible to be called due and payable for any other reason.

Should any of these conditions for deferral of Due and Payable Status not be ruet at any time, the deferral of the Due and Payable Status shall cease and the Note will become immediately due and payable in accordance with the terms of the Note.

- (b) Due and Payable Sale. Lender may require immediate payment in full of all sums secured by this Security Instrument if all of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for 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 youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property). A deferral of due and payable is not permitted when a Lender requires immediate payment in full under this paragraph.
- (c) 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 Borrower, or
- (ii) For a period of longer than 12 consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

A deferral of due and payable is not permitted when a Lender requires immediate payment in full ender section 10(C).

- (d) Notice and Certification to Lender. Borrower shall complete and provide to the Lender on an annual basis a confiscation, in a form prescribed by the Lender, stating whether the property remains the Borrower's Principal Residence and, if applicable, the principal residence of his or her Non-Borrowing Spouse. Where a Borrower has identified a Non-Borrowing Spouse in Paragraph 9, the Borrower shall also complete and provide to the Lender on an annual basis a Non-Borrowing Spouse cer iffication, in a form prescribed by the Lender, certifying that all requirements for the application of a Deferral Period continue to apply and continue to be met. During a Deferral Period, the Bor ower's annual certifications, required by this paragraph, must continue to be completed and provide in the Lender by the Non-Borrowing Spouse. The Borrower shall also notify Lender whenever any of the events listed in Paragraph 10 (b) and (c) occur.
- (e) Notice to Secretary and Borrower. Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 10 (b) and (c). 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 In trament coming due and payable; or
  - (ii) Pay the balance in full; or
  - (iii) Sell the Property for the lesser of the balance or 95% of the apprised value and apply the net proceeds of the sale toward the balance; or
  - (iv) Provide the Lender with a deed-in-lieu of foreclosure.
- (f) Notice to Secretary and Non-Borrowing Spouse. Lender shall notify the Secretary and Non-Borrowing Spouse identified in Paragraph 9 whenever any event listed in Paragraph 10 (a) and (c) occurs during a Deferral Period.
- (g) 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 10. A trust shall not be considered an occupant or be considered as having a Principal Residence for purposes of this Paragraph 10.



- (h) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof, if permitted by applicable law 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 eight (8) months 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.
- 11. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt 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 outstarting indebtedness, including accrued interest, owed by Borrower at the time of the assignment.
- 12. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment-in-full. This right applies ever after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment-in-full. Foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment-in-full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude forcelosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

### 13. 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 one maximum period under which loan advances retain the same lien priority initially grounded 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 Lender 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, \*and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

### (b) Tax Deferral Programs.

Borrower 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) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender nay 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.

- 14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 15. Successors and Assigns Boun 1; 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.
- 16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless a policable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice to a Non-Borrowing Spouse 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. Any notice provided for in this Security Instrument shall be deemed to have been given to Porrower, Lender, or Non-Borrowing Spouse when given as provided in this Paragraph 17.
- 17. Governing Law; Severability. This Security Instrument shall be governed by Fe ieral 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 confirmed copy of the Note and this Security Instrument.
- 19. Third-Party Beneficiary. Except as set forth in Paragraph 10(a)(ii) and only for an identified Non-Borrowing Spouse in this document, this Security Instrument does not and is not intended to confer any rights or remedies upon any person other than the parties. Borrower agrees that it is not a third-party beneficiary to the Contract of Insurance between HUD and Lender.

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

20. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and



revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security 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 Leader 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. Flowever, 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 as signment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

- 21. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 10, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the regardless provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and coass of title evidence.
- 22. 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 disturgement. The amount secured by this Security Instrument shall include all direct payments by Lender to Lorower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall ont affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.
- 23. Interest Rate. Under the Note, interest will be charged on unpaid principal at are rate of 5.060% per year until the full amount of principal has been paid.
- 24. 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 fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.
- 25. Waiver of Homestead. Borrower hereby releases and waives all rights under and by virtue of the homestead exemption laws of this State.
- 26. Obligatory Loan Advances. Lender's responsibility to make loan advances under the terms of the Loan Agreement shall be obligatory.
- 27. 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 may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral.



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# **UNOFFICIAL COPY**

Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

OWII.	
28. Riders to this Security Instrument. If one or more riders are executed by Borrower and r together with this Security Instrument, the covenants of each such rider shall be incorporated in shall amend and supplement the covenants and agreements of this Security Instrument as if the were a part of this Security Instrument. [Check applicable box(es).]	ito and
Condominium Rider  X Planned Unit Development Rider	r
Other [Specify]	
28. Nominee Capacity of MERS. MER'S Serves as mortgagee of record and secured party so nominee for Lender and its successors and assigns and holds legal title to the interests granted, and transferred herein. All payments or deposits with respect to the Secured Obligations shall to Lender, all advances under the Loan Document's shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Mortgagee herein shall be made by MERS shall at all times comply with the instructions of Lei der and its successors and assigns necessary to comply with law or custom, MERS (for the benefit of Lender and its successors as assigns) may be directed by Lender to exercise any or all of these interests, including without I the right to foreclose and sell the Property, and take any action required of Lender, including willimitation, a release, discharge or reconveyance of this Mortgage.	assigned, be made Lender. If nd imitation,
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in Security Instrument and in any rider(s) executed by Borrower and recorded with it.	this
CONSTANCE C. KOOPMANN Date	3-15

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# **UNOFFICIAL COPY**

[Space Below This Line For Acknowledgment]	
STATE OF ILLINOIS )	
COUNTY OF Cook ) ss.	
I Heather K Spilotro cert	ify that Constance C.
Koopman	personally known to me to be the same
person whose name is (nare) subscribed to the foregoing ins	strument, appeared before me this day in
person, and acknowledged the he (she or they) signed and de	elivered the instrument as his (her or their)
free and voluntary act, for the uses and purposes therein set for	orth.
OFFICIAL SEAL HEATHER K SPILOTRO Notary Public - State of Illinois My Commission Expires Jan. 22, 2018	dated January 5, 2015  (signature of officer)  Heather K Sp, 10 to 0  (primed name of officer)  (seal)  recorder's box #



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# **UNOFFICIAL COPY**

### **Loan Originator Organization**

Mortgage Loan Originator Organization:

**American Advisors Group** 

Nationwide Mortgage Licensing system and Registry Identification Number:

9392

### Individual Loan Originator

Mortgage Loan Originator:

Steven L Smith

rigage.

Cook Coulning Clerk's Office Nationwide Mortgage Licensing system and Registry Identification Number:

304479

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# **UNOFFICIAL COPY**

### **EXHIBIT A**

Exhibit A to the Mortgage made on January 5, 2015, by CONSTANCE C. KOOPMANN, TRUSTEE OF THE CONSTANCE C. KOOPMANN TRUST #2 DATED MARCH 28, 2012 ("Borrower") to Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"). The Property is located in the county of COOK. state of Illinois. described as follows:

### **Description of Property**

JP1.
HEREL.

COOK COUNTY CLERK'S OFFICE "LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND BY THIS REFERENCE MADE A PAKT HEREOF." APN:

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# **UNOFFICIAL COPY**

### Exhibit A

#### **ALL THE FOLLOWING DESCRIBED REAL ESTATE:**

PARCEL 1: LOT 20-5 IN COBBLER'S CROSSING UNIT 3, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: A NON-FACLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION RECORDED AS DOCUMENT NUMBER 89-185738.

EING the same property conve, coopmann Trust #2 dated March 28, 2012, A/K/A) Constance C. Koopmann, a Widow, cate-1214455013.

Property Address: 758 Bent Ridge Lane, Elgin, Illinois 60120

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## **UNOFFICIAL COPY**

# Planned Unit Development Rider (Home Equity Conversion Mortgage)



FHA Case Number: 137-7884186-961

THIS PLANNED UNIT DEVELOPMENT RIDER is made on 1/5/2015 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to American Advisors Group("Lender") of the same date and covering the Property described in the Security Instrument and located at:

758 BENT KICGE LANE, ELGIN, Illinois 60120

The Property is a part of a planned unit development ("PUD") known as

COBBLERS CROSSING

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lenica further covenant and agree as follows:

A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgage in premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender or the Secretary require, including fire and other hazards recluded within the term "extended coverage," and loss by flood, to the extent required by the Secretary, the including the provision in Paragraph 3 of this Security Instrument for the payment of the premiur of for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 3 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt ratice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

B. Borrower promises to pay all dues and assessments imposed pursua. If to the legal instruments creating and governing the PUD.

C. If Borrower does not pay PUD dues and assessments when due, then Lende: may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Brito ver secured by the Security Instrument. Unless Borrower and Lender agree to other terms of paymer. these amounts shall bear interest from the date of disbursement at the Note rate.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Constance C. Koopmann

/-09/15 Date