Illinois Anti-Predatory **Lending Database Program**

Certificate of Compliance

Doc#. 2126507514 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 09/22/2021 12:51 PM Pg: 1 of 19



Report Mortgage Fraud 844-768-1713

The property identified as: PIN: 28-35-408-026-0000

Address:

Street: 3300 CHARLEMAGNE AVE

Street line 2:

of county clarks City: HAZEL CREST **ZIP Code: 60429**

Lender: CALIBER HOME LOANS INC

Borrower: Jonathan Cooper

Loan / Mortgage Amount: \$213,906.00

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

Execution date: 7/30/2021 **Certificate number:** 248C773E-87E8-4B16-931D-294249E8B624

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After Recording Return To: FIRST AMERICAN MORTGAGE SOLUTIONS ON BEHALF OF CALIBER HOME LOANS 1795 INTERNATIONAL WAY IDAHO FALLS, ID 83402

This Instrument was prepared by: CALIBER HOME LOANS, INC. 1525 S. BELT LINE ROAD COPPELL, TX 75019

[Space Above This Line For Recording Data]

Loan Number 9773805552 VA Case Number 28-28-6-0972667 MERS Number 100820997738055527

MORTGAGE

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated JULY 30, 2021, together with all Riders to this document.
- (B) "Borrower" is JONATHAN COOPER. Borrowe is the mortgagor under this Security Instrument.
- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the "two of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (808) 679 WERS.
- (D) "Lender" is CALIBER HOME LOANS, INC.. Lender is a CORLORATION organized and existing under the laws of DELAWARE. Lender's address is 1525 S. BELT LINE F.OAD, COPPELL, TX 75019.
- (E) "Note" means the promissory note signed by Borrower and dated J.J., 730, 2021. The Note states that Borrower owes Lender TWO HUNDRED THIRTEEN THOUSAND NAV. HUNDRED SIX AND 00/100THS Dollars (U.S. \$213,906.00) plus interest. Borrower has promised to particle debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 01, 2051.

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Property." (G) "Loan" means the debt endue under the Note, and all sums d	operty that is described below under the videnced by the Note, plus interest, any prue under this Security Instrument, plus into s to this Security Instrument that are exercised [check box as applicable]:	repayment charges and late charges
☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ 1-4 Family Rider	⊠ V.A. Rider	☐ Manufactured Home Rider
☐ Leasehold Rider	☐ Revocable Trust Rider	•
ordinance's as d administrative rule appealable judicial opinions. (J) "Cormentity Association charges that a e i mosed on Borros similar organizat on (K) "Electrone for ds Transfe draft, or similar papea instrument computer, or magnetic tope so as account. Such term includes but i transfers initiated by telephone, with (M) "Miscellaneous Proceeds" any third party (other than insurant to, or destruction of, the Property conveyance in lieu of condemnation of the Property. (N) "Mortgage Insurance" methods. (O) "Periodic Payment" mean the Reimplementing regulation, Regulation and additional or successor legisls Security Instrument, "RESPA" re"federally related mortgage loan" of RESPA. (Q) "Successor in Interest of B		as well as all applicable final, non- il dues, fees, assessments and other ociation, homeowners association or in a transaction originated by check, ic terminal, telephonic instrument, al institution to debit or credit an omated teller machine transactions, ransfers. and of damages, or proceeds paid by oribed in Section 5) for: (i) damage il or any part of the Property; (iii) ons as to, the value and/or condition is nonpayment of, or default on, the (i) principal and interest under the in U.S.C. § 2601 et seq.) and its is be amended from time to time, or is subject matter. As used in this that are imposed in regard to a erally related mortgage Ioan" under title to the Property, whether or not







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This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the County [Type of Recording Jurisdiction] of COOK [Name of Recording Jurisdiction]:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF

which currently has the address of	3300 CH	ARLEMAGNE AVE		
HAZEL CREST [City]	_, Illinois	60429-2225 [Zip Code]	[Street] ("Property Address"):	

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 and canceling this Security Instrument.

BORROWE'S COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, g art and convey the Property and that the Property is unencumbered, except for encumbrances of record. For own 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 variation; by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Bor.ov er and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all sursequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashir's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment of partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay in the set on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or to una them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior

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to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall act extend or postpone the due date, or change the amount, of the Periodic Payments.

3. F.:..ds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, un'il the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments ind other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property, (o) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required cy Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrowco Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 1/3. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dws, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts on a naid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Board ver's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lorder Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for vinch payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipte evidencing such payment within such time period as Lender may require. Borrower's obligation to make sucl pryrients and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in th's Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Follow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, L nder may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Furds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an and in (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of an ent data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no late, trun the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, a mully analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Finds and Applicable Law

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permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA. Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Bor over shall promptly discharge any lien which has priority over this Security Instrument unless Borrow x: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends again at enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of x. Lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender letermines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, I nder may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is give 1, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Bor over to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrow a shall keep the improvements now existing or hereafter erected on the Property insured against loss by fin, hazards included within the term "extended coverage," and any other hazards including, but not limited to, excliquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the anyone's (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be precised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any field one determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under to obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover lender but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. If on ower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower

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secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless ar a recement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds. In ader shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the site obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would released the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether the due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order newided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If For ower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or has Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, a tablish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security in trument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably writingly, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower sand maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its conficion. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrow er shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condumnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; rad (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, dra'n vater from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned or or off. Although Lender may take action under this Section 9. Lender does not have to do so and is not under this Section 2 under this Section 9.

Any amounts divoused by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrume at 1; on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Bor over was required to make separately designated payments toward the premiums for Mortgage Insurance, Borawer shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance proviously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payn or s that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refur able, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Por ower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Morezage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgago Insurance. If Lender required Mortgage Insurance as a condition of making the Loan 2nd Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Forrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agree near between Borrower and

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Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has if any with respect to the Mortgage In ur ince under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance; remiums that were unearned at the time of such cancellation or termination.
- 11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be 1 aid to Lender.

If the Property is demaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires in terest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or can interest to be paid on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security verified be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or less in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrucent, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellancous Proce ds multiplied by the following fraction:

(a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property 11 which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the

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sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Niscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or mod fication of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability, Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not ever use the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the complete interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to now the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note: without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower's shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender (graces to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees or services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the property and rights under this Security Instrument, including but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that lav is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted

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limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to be rower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lander until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Secari y Instrument.

16. Govering Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be cons rued as a prohibition against agreement by contract. In the event that any provision or clause of this Security Inclument 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.

As used in this Security instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words or the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the vord 'may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower mall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Paraficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneated I interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for ceed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Porrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in ""." of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedie, permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrowe, meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower; a) pays Lender all sums

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which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the local is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the non-rege loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a success or Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the Lember of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Barrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain a and not be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action ρ ovisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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 formal byde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" in the estance any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, swrage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Freperty. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violetien of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of fiazardous Substances that

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are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of it default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 22, including, but not limited to, reasonable attorneys' fees and cost of title evidence.

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 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

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois are nestead exemption laws.

25. Placement of Collateral Protect. Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrover's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interest. In Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender prochases may 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, in childing 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.

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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 executed by Borrower and recorded with it.

Witnesses:	
Witness -	
Witness-	
Borrower - LONATHAN COOPER	(Seal)
Borrower - (YADIRA OCEGUERA	(Seal)
State of ILI INOIS)	
County of COOK.) Enter County Here	
This instrument was acknowledged before me on by JONATHAN COOPER and YADIRA OCEGUERA.	<u>L, 36, 21</u>
(SEAL)	Rsans
AVETTE RODRIGUEZ Official Seal Notary Public - State of Illinois My Commission Expires Nov 17, 2022	11-17-22
Loan Originator Organization: CALIBER HOME LOANS, INC. NMLS ID: 15622	
Loan Originator: RAFAEL GIANNOTTI NMLS ID: 1772928	75
	45
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Loan Number 9773805552 VA Case Number 28-28-6-0972667

V.A. ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS ASSUMPTION POLICY RIDER is made this 30TH day of JULY, 2021, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Mortgagor") to secure the Mortgagor's Note ("Note") of the same date to CALIBER HOME LOANS, INC. its successors and assigns ("Mortgagoe") and covering the property described in the Instrument and located at:

3300 CP AF LEMAGNE AVE, HAZEL CREST, ILLINOIS 60429-2225

[Property Address]

Notwithstanding anything to the contrary set forth in the Instrument, Mortgagee and Mortgagor hereby acknowledge and agree to the following:

ACCELERATION C. AUSE: This loan may be declared immediately due and payable upon transfer of the property securing suc!, loan to any transferee, unless the acceptability of the assumption of this loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

- (a) ASSUMPTION FUNDING EE: A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an idd timal debt to that already secured by this instrument, shall bear interest at the rate herein provided, and at the prion of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 USC 3729 (c).
- (b) ASSUMPTION PROCESSING CHARGE: Upo 1 application for approval to allow assumption of this loan, a processing fee may be charged by the loan relider or its authorized agent for determining the creditworthiness of the assumer and subsequently revising are holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 31, Little 38, United States Code applies.
- (c) <u>INDEMNITY LIABILITY ASSUMPTION CLAUSE:</u> If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness, created by this instrument.

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IN WITNESS WHEREOF, Mortgagor(s) has executed this Assumption Policy Rider.

__(Seal) JONATHAN GOOPER Borrower, (ADIRA OCEGUERA Borrower

Property of County Clerk's Office 18633042 - 34000008 © 2021 Covius Services, LLC

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LOAN NO.: 9773805552

Loan Name: JONATHAN COOPER

Property Address: 3300 CHARLEMAGNE AVE, HAZEL CREST, ILLINOIS 60429-2225

EXHIBIT "A" LEGAL DESCRIPTION OF PROPERTY

SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN

Property of Cook County Clark's Office







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Escrow No.:1280303560

EXHIBIT 'A' LEGAL DESCRIPTION

All that certain real property situated in the County of Cook, State of IL, described as follows:

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE CITY OF HAZEL CREST, COUNTY OF COOK, STATE OF IL, DESCRIBED AS:

LOT 86 IN CHATEAUX CHAMPAGNE SUBDIVISION UNIT NO. S-1, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 25, 1970, AS DOCUMENT NUMBER 2509147, IN COOK COUNTY, ILLINOIS.

Assessor Parcel Nurribe (s): 28-35-408-026-0000

· NOTE: The states as a season of the state
All Purpose Acknowledgement
State of County of:
7/20/21 Nelle Rad-10,000
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personally known to me - OR - A proved to me on the basis of satisfactory evidence to be
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(Amiliangla yaélon)
· OPTIONAL INFORMATION :
The information below is not a guired by law. However, it could prevent haudident attachment of this acknowledgement to an unit attachment of this acknowledgement to an unit attachment of this.
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Altoniev in Fact
Guardian/Conservator Date of Locument
Office.
A.54.123
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SIGNER IS REPRESENTING: (Frequise)
Neme of Person(e) OR Endy(tes)