

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

Doc#: 2415520287 Fee: \$107.00  
CEDRIC GILES  
COOK COUNTY CLERK'S OFFICE  
Date 6/3/2024 1:47 PM Pg: 1 of 11

### Certificate of Exemption



**Report Mortgage Fraud**  
**844-768-1713**

The property identified as: **PIN: 13-30-407-039-1004**

**Address:**

**Street:** 2415 N Oak Park Ave

**Street line 2:** Unit 6B

**City:** Chicago

**State:** IL

**ZIP Code:** 60707

**Lender:** Thomas Frank Sasco

**Borrower:** Marluh Izaguirre

**Loan / Mortgage Amount:** \$125,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity or person.

**Certificate number:** 61A09977-9553-4BC1-9376-EB3DD1D5BDC8

**Execution date:** 5/24/2024

**UNOFFICIAL COPY**

Prepared by:  
**RECORD AND RETURN TO:**

**Law Office of Frank Rodriguez**  
**2653 N. Milwaukee Avenue**  
**Chicago Illinois 60647**

THIS MORTGAGE (The "Mortgage") made on the 24<sup>th</sup> day of May 2024 between **MARLUH IZAGUIRRE** (the "Mortgagor or Borrower") and **THOMAS FRANK SASCO** (the "Mortgagee" or "Lender").

**WITNESSETH:**

WHEREAS the borrower is indebted to the Lender in the principal sum of **\$125,000** lawfully money of the United States of America (said indebtedness, interest and all other sums which may or shall become due or secured hereby, collectively, and the "Debt") which Debt is evidenced by Borrower's note dated **MAY 24, 2024** herein the "Note") providing for **FULL SUM** of principal \$125,000.00 and 0% monthly return total, due and payable on demand with 30 days notice.

To secure to Lender the repayment of the indebtedness evidenced by the Note, advance in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of the Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois.

**LEGAL DESCRIPTION:**

UNIT 2415-B TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 2421 N. OAK PARK AVENUE CONDOMINIUMS AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0324631075, IN SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PIN: 13-30-407-039-1004**

**Which has the address of** 2415 N. Oak Park Avenue, Unit 6B, Chicago, IL 60707

("the Premises")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now and hereafter a part of the property. All replacements and additions shall also be covered by this security instrument ("Security Instrument"). All of the foregoing is referred to in this Security Instrument as the "Property."

**COVENANTS, AGREEMENTS, REPRESENTATION AND WARRANTIES**

# UNOFFICIAL COPY

**BORROWER COVENANTS** that the 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, except for the encumbrances of record. Borrower warrants and will defend generally the title of the Property against all claims and demands, subject to any encumbrances of record.

The Borrower covenants and agrees with and represents and warrants to the Lender as follows:

## **1. PAYMENT OF DEBT:**

The Borrower will pay the Debt at the time and in the manner provided for its payment in the Note and in this Mortgage. 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 of this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent 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 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. In the event the event that the Borrower repays the Debt in Full on or before the date which is 365 days from execution hereof.

## **2. CHARGES AND 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 grounds rent on the Property, if any. 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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcements of the lien in, legal proceedings which the Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; (c) secures from the holder of the lien an agreement satisfactory to the Lender subordinating the lien to this Security Instrument. If the Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within ten (10) days of the date on which that notice is given, Borrower shall satisfy the lien. In addition to the foregoing, the Borrower may not incur any other lien against the Property, including any second, home equity or other loan or mortgage.

## **3. INSURANCE:**

Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss of fire, hazards included within the term "extended coverage" and any other hazard including, but not limited to, earthquakes and floods, for which the Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that the Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Debt. The insurance carrier providing the insurance shall be chosen by the Borrower subject to the Lender's right to disapprove the Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Debt, either: (a) a one-time charge for flood zone determination, certification and tracking purposes; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remapping or similar changes occur which

# UNOFFICIAL COPY

reasonably might affect such determination and 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 flood zone determination resulting from an objection 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 no 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. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that the Borrower could have obtained. Any amounts disbursed by Lender under this Section shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the WSJ rate referred to the Note 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, and 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 policies and renewal certificates. If Lender requires, Borrower shall promptly give 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 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 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 an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender 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 sole obligation of the Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not the due, with the excess if any, paid to Borrower.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle the claim, then Lender may negotiate and settle the claim. The 30-day period will begin when notice is given. In either event, if Lender acquires the Property under this Security Instrument 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 this 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

# UNOFFICIAL COPY

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.

#### **4. OCCUPANCY:**

THIS SECTION LEFT BLANK.

#### **5. PERSEVATION, 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 shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation 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 the Lender has released the proceeds for such purposes. Lender may disburse proceeds for repairs and restoration in a single payment or in a series of progress payments as the work 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 repairs or restoration.

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.

#### **6. PROTECTION OF LENDER'S INTEREST IN THE PROPERTY AND RIGHT 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; and (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, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so.

It is agreed that the Lender incurs no liability for taking any or all action authorized under this Section.

Any amounts disbursed by Lender under this Section shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note

# UNOFFICIAL COPY

Rate from the date of the disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

## **7. CONDEMNATION:**

Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise, the Borrower shall continue to pay the Debt at the time and in the manner provide for its payment in the Note and this Mortgage and the Debt shall not be reduce until any award or payment therefor shall have been actually received and applied to Lender to the discharge of the Debt. The Lender may apply the entire amount of any such award or payment to the discharge of the Debt whether or not then due and payable in such order, priority and proportions as the Lender in its discretion shall deem proper. If the Property is sold, through foreclosure or otherwise, prior to the receipt by the Lender of such award or payment, the Lender shall have the right, whether or not a deficiency judgement on the Note shall have been sought, recovered or denied, to receive such award or payment, or a portion thereof sufficient to pay the Debt, whichever is less. The Borrower shall file and prosecute its claim or claims for any such award or payment in good faith and with due diligence and cause the same to be collected and paid over to the Lender. The Borrower hereby irrevocably authorizes and empowers the Lender, in the name of the Borrower or otherwise, to collect and receive any such award or payment and to file and prosecute such claim or claims. Although it is hereby expressly agreed that the same shall not be necessary in any event, the Borrower shall, upon demand of the Lender make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning any such award or payment to the Lender, free and clear of any encumbrances of any kind or nature whatsoever.

## **8. ASSIGNMENT OF MISCELLANEOUS PROCEEDS: FORFEITURE:**

All Miscellaneous Proceeds, any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described above) for (a) damage to, or destruction of, the Property; (b) condemnation or other taking of all or any part of the Property; (c) conveyance in lieu of condemnation; or (d) misrepresentations of, or omission as to, the value and/or condition of the Property, are hereby by assigned to and shall be paid to Lender.

If the Property is damaged, 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 the opportunity to inspect such property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be under taken promptly. Lender may pay for 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 interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the repair or restoration is not economically feasible or Lender's security would 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. In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the

# UNOFFICIAL COPY

sums secured by this Security Instrument, whether or not then due, with 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 Miscellaneous Proceeds 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 in 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 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 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) offer 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 repair or restoration 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 the 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 provide below by causing the action or proceeding to be dismissed with the 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.

## **9. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER;**

Extension of the time for payment or modification 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 Successor 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 Successor 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

# UNOFFICIAL COPY

or Successor in Interest in 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.

## **10. NOTICE:**

Any notice, request, demand, statement, authorization, approval or consent made hereunder shall be in writing and shall be hand delivered or sent by a nationally recognized overnight courier service, or by postage pre-paid registered or certified mail, return receipt requested, and shall be deemed given (a) when received at the following addresses if hand delivered or sent by a nationally recognized overnight courier service or, if refused, when refused by or on behalf of the person designated below to receive notices on behalf of such party, and (b) three (3) business days after being postmarked and addressed to the parties at the addresses indicated at the top of this agreement if sent by registered or certified mail, return receipt requested.

Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such a change of address is to become effective.

## **11. GOVERNING LAW; SEVERABILITY; RULES OF CONSTRUCTION:**

This Security Instrument shall be governed by Federal Law and the Law of the Jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subjects to any requirements and limitations of Applicable Law. Applicable Law might be explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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 conflicting provision.

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

## **12. BORROWER'S COPY:**

Borrower shall be given a copy of the Note and of this Security Instrument.

## **13. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER:**

As used in this Section, "Interest in the Property" mean legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower 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 without Lender's prior written consent, Lender may require immediate payment in full of all sums secured



# UNOFFICIAL COPY

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 of notice is given in accordance with Section 6 within 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 remedies permitted by this Security Instrument without further notice or demand on Borrower.

## **14. BORROWER'S RIGHT TO REINSTATE AFTER ACCELARATION:**

If Borrower 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 (5) days before sale of the Property pursuant to Section – of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; (c) entry of judgment enforcing this Security Instrument. Those conditions are that Borrower; (a) pays Lender all sums 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 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 following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier check, provided au such check is drawn upon any institution whose deposits are insured by 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 13.

## **15. HAZARDOUS SUBSTANCES:**

As used in this Section 15: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environment Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (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" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) "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, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation or any Environment Lay, (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 Hazardous Substances that are generally

# UNOFFICIAL COPY

recognized to be appropriate to normal residential uses and to maintain the Property (including, but not limited to, hazardous substance in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which 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 Environment Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**BORROWER AND LENDER FUTURE COVENANT AND AGREE AS FOLLOWS:**

## **16. ACCELERATION REMEDIES:**

Lender shall give notice to Borrower prior to acceleration following Borrower's breach of an covenant or agreement in this Security Instrument (but not prior to acceleration under Section 10 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 proceedings 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 a 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 16, including, but not limited to, reasonable attorneys' fees and costs of evidence of title.

## **17. RELEASE:**

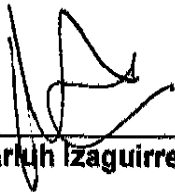
Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and charging of the fee is permitted under Applicable Law.

## **18. WAIVER OF HOMESTEAD:**

In accordance with Illinois Law, Borrower hereby releases and waives all rights under and by virtue of the Illinois Homestead Exemption Laws.

# UNOFFICIAL COPY

By signing below Borrower accepts and agrees to the terms and covenants contained in this Mortgage.

  
\_\_\_\_\_  
Marjoh Izaguirre

STATE OF ILLINOIS, COUNTY OF COOK, ss. I, the undersigned, a notary public in and for said county, in the state aforesaid, DO HEREBY CERTIFY that Marjoh Izaguirre, personally known to me to be the same person whose name are subscribed to the foregoing instrument appeared before me this day in person, and acknowledge that she signed, sealed and delivered the said instrument as her free and voluntary act, for the use and purpose therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this May 24 2024

  
\_\_\_\_\_  
NOTARY PUBLIC

