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REC'D - COOK COUNTY CLERK'S OFFICE

(Space Above This Line For Recording Data)

03/21/2007 10:00 AM

MORTGAGE

BOOK 403

THIS MORTGAGE (Security Instrument) is given on MARCH 21, 2007 The mortgage is

CLARENCE ELLIOTT, JR., SPOUSE AND JOINT TENANT WITH RIGHT OF SURVIVORSHIP

33

in favor of (Borrower) This Security Instrument is given to (Lender) WELLS FARGO BANK, NATIONAL ASSOCIATION

which is organized and existing under the laws of the State of Illinois and whose address is 319 N. LAUREL STREET, CHICAGO, IL 60610

(Lender) Borrower owes Lender the principal sum of ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 Dollars U.S.S. 175,000.00. This debt is evidenced by Borrower's note dated the same date as this Security Instrument (Note) which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 06/21/2007. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note and all renewals, extensions and modifications of the Note, (b) the payment of any other sums, with interest advanced under paragraph 2 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under the Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

SEE 3RD ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF

92215680

WITNESSED on this 21 day of MARCH, 2007, at CHICAGO, Illinois. (Borrower) CLARENCE ELLIOTT, JR. (Lender) WELLS FARGO BANK, NATIONAL ASSOCIATION

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TOGETHER WITH all the improvements now or hereafter created on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacement 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 COVENANTS that Borrower has lawfully acquired title to the Property, has the right to mortgage, grant and convey the Property, and that the Property is not subject to any other mortgage or other lien. Borrower warrants and will defend generally the title to the Property against all claims and demands, except for any encumbrances of record.

THIS SECURITY INSTRUMENT combines a nonuniform covenant, nonuniform lien, and nonuniform covenant, with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay, when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note until the Note is paid in full, a sum of Funds for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property; (c) any, (i) yearly hazard or property insurance premiums, (ii) yearly fire insurance premiums, if any, (iii) yearly marine insurance premiums, if any, and (d) any sums payable by Borrower to Lender in accordance with the provisions of paragraph 5, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current 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, instrumentally, or entity including Lender, if Lender is such an institution, or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that any net gain will be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds, and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiencies. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 and 2 shall be applied, first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, liens and impositions, attributable to the Property, which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower has agreed in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, to come in good faith the lien by, or defend against enforcement of the lien in, legal proceedings which, in the Lender's opinion, operate to prevent the enforcement of the lien or to secure it from the holder of the lien, an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

11/21/2018 10:30

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STATE OF ILLINOIS

County of Cook

LEGAL DESCRIPTION

Section 1

TO HAVE AND TO HOLD unto the said County of Cook, Illinois, for the use and behoof of the said State of Illinois, all that certain parcel of land, to-wit: [Faded text describing the property location and boundaries]

Property of Cook County Clerk's Office

980010060

DEED NO. 1111111111

RECORDED

RECORDED BY: [Faded text]
[Faded text]
[Faded text]
[Faded text]

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5. Hazard or Property Insurance. Borrower shall keep the improvement, now existing or hereafter erected on the Property insured against loss by fire, lightning, and other hazards included within the term, extent of coverage, and any other hazard, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amount, and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not impaired. If the restoration or repair is not economically feasible or Lender's security would be impaired, the insurance proceeds shall be applied to the sum secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 1 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and reside on the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument 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 withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not do anything, directly or indirectly, that allows the Property to deteriorate or come into disrepair. Borrower shall be in default if any tortious action or proceeding, whether civil or criminal, is brought against Lender's vessel, which judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and remedy as provided in paragraph 18, by ceasing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave material false or misleading information or statements to Lender or failed to provide Lender with any material information in connection with the loan application by the State, including, but not limited to, representations concerning Borrower's occupancy of the Property, except to provide false information. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower occupies the Property on a leasehold, the leasehold and the title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the obligations and agreements contained in this Security Instrument, or there is a legal proceeding that may substantially affect Lender's rights in the Property, such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees, and causing on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be repaid to Lender from the date of disbursement at the Note rate and shall be payable with interest upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Lender will

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16. Borrower's Copy: Borrower shall be given an unencumbered copy of the Note and of this Security Instrument

to be kept.

15. Governing Law; Severability: This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note which can be given effect without the conflicting provision. To the extent the provisions of this Security Instrument and the Note are declared to be severable,

Severability shall be deemed to have been given to Borrower by Lender when given as provided in this paragraph.

14. Notices: Any notice to Borrower provided by the Security Instrument shall be given by delivering it or by mailing it by first class mail with postage paid to the address designated by Borrower. The notice shall be given by first class mail to any other address designated by Borrower. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address designated by Lender when given as provided in this paragraph. Any notice provided for in this

paragraph shall be given to the Note

13. Loan Charges: If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the amount of other loan charges collected or to be collected in connection with the loan exceeds the permitted limits, then the amount shall be reduced by the amount necessary to reduce the charge to the permitted limit, and the amount of the charge shall be reduced by the amount necessary to reduce the charge to the permitted limit. Lender may choose to forego or reduce the amount of any such charges by making a direct payment or Borrower. If a third party provides additional funds for the loan, the amount will be treated as a partial payment without any

12. Successors and Assigns: Borrower, Lender and Borrower shall be bound by the terms of this Security Instrument and the provisions of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of the

Security Instrument. Borrower's obligations shall be joint and several. Any Borrower who co-signs this Security Instrument does not exempt the Note or its assigns from the terms of this Security Instrument and agrees that Lender may agree to extend, modify, forbear or

11. Borrower Not Released: Forfeiture of the time for payment or modification of amortization of the amount secured by this Security Instrument or by Lender to any assignee in interest of Borrower shall not operate to release the liability of the original Borrower to the extent of the original Borrower's obligations. Lender shall not be required to

10. Payment of Monthly Payments: The amount of the monthly payments shall be determined by the amortization of the amount secured by this Security Instrument over the term of the loan. The amount of the monthly payments shall not be extended or

9. Inspection: Lender or its agent may make reasonable inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying the reasons for the inspection. Lender shall give the premises required to maintain mortgage insurance or to provide a loss reserve, and the requirement for mortgage that Lender requires provided by an insurer approved by Lender when becomes available and is obtained. Borrower shall pay premiums not to longer be required, at the option of Lender, if mortgage insurance coverage in the amount and for the period

8. Condemnation: The proceeds of any award of compensation for the taking of or condemnation of any part of the Property, or for any other cause for the taking of or condemnation of any part of the Property, or for any other cause for the taking of or condemnation of any part of the Property, shall be paid to Lender

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