Civil, Law, Chancery, Domestic Case Search

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Results as of 5/26/2023 3:25:11 AM — Click on the icon to view case details

	Case Number	PlaintiffVsDefendant
<u>=6</u>	1980L007757	DARYL SHEILDS,ALBERT BENNEY,EVERET NICHOLSON -vs- MANCE,SHARON MANCE
<u></u>	1980L026649	ALBERT BENNEY,EVERET NICHOLSON -vs- DARYL SHIELDS,DARYL SHEILDS

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Lending Database Program

Certificate of Compliance

Doc#. 2104801399 Fee: \$98.00

Karen A. Yarbrough

Date: 02/17/2021 03:08 PM Pg: 1 of 15



The property identified as:

PIN: 30-19-223-011-0000

Address:

Street:

1367 ARTHUR ST

Street line 2:

City: CALUMET CITY

State: IL

ZIP Code: 60409

Lender: University Lending Group, LLC

Borrower: Albert Benney

Loan / Mortgage Amount: \$82,450.00

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

Certificate number: F860038A-7A8F-4458-9AC7-D617953F7460

Execution date: 1/12/2023

This Line For Recording A GE

A GE

A GE

A GE

A M 1009750-1100025946-1

M SS PHONE #: 1-888-679-6377

O GET TO Section 16.



(E) "Note" means the promissory note signed by Borrower and dated Jar states that Borrower owes Lender EIGHTY TWO THOUSAND FOUR HUN ***********************************	
the Note, and all sums due under his Security Instrument, plus interest.	
executed by Borrower [check box as (p) imple]:	
☐ Adjustable Rate Rider ☐ Balloon Rider ☐ 1-4 Family Rider ☐ V.A. Rider ☐ V.A. Rider	
assumed at the property of the	
(J) "Community Association Dues, Fees, and Assessments (D) as all that are imposed on Borrower or the Property by a condominiu association.	
organization. (K) "Electronic Funds Transfer" means any transfer of funds, other the similar paper instrument, which is initiated through an electronic terminal, te	a ansaction originated by check, draft, or
	redit in ecount Such term includes but in
	scribed in Section (1) damage to an
	part of the Property; (veyance in lieu e and/or condition of the Canarty



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TRANSFER OF RIGHTS IN THE PROPERTY

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 the County

[Name of Recording Jurisdiction]:

APN #: 20.40.332.044.0000

APN #: 30-19-223-011-0000

which currently has the address 1367 ARTHUR ST, Calumet City,

Illinois 60409-5651

[Zip Code]

[Street] [City]

TOGETHER WITH all the improvements now pre-eafter 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, more giable to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the star hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbed, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against at caums and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and nor uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Sorrower 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 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.

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 if the payment or partial payments are insufficient to bring the Loan current. Lender may payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal or performing the covenants and agreements secured by this Security Instrument.

and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts

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 which includes a sufficient amount one Periodic Payment and the late charge. If more than one Periodic Payment and the late charge. If more than one Periodic Payment is, and the periodic Payments is, and the periodic Payments is, and the 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, instruce proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or charge the amount, of the Periodic Payments.

3. Funds for Escrowl tems. Borrowe shall pay to Lender on the day Periodic Payments are due under the Note until the Note is paid in full, a sum (the "Funds") begrowed shall pay to Lender on the day Periodic Payments are due under the Note until the Note is paid in full, a sum (the "Funds") begrowed the payment of amounts due for. (a) taxes and assessments and other items which can attain priority over this security instrument as a lien or encumbrance on the Property, (b) leasehold payments or ground rents on the Property if any. (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums in accordance with provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the found the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the fo

unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless

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to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

excess funds in accordance with RESPA. If there is a shortage 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 in escrow, as defined under 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 contain 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 the manner provided in Section 3.

Borrower shall provide the manner provided in Section 3.

Borrower shall provide discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the paylog of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such deement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only unless had proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinate the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which contact and priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the die on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Security Instrument.

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term of tended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that to der 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 project, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Localities either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar charges occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the Cyment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain ance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particle of or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, becover'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 Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 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.

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

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include a standard mortgage clause and shall name Lender as mortgage and/or as an additional leasure.

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 and restoration period. Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically Security Instrume of the sums secured by this security Instrume of the order of the not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order proceeds shall be applied to the sums secured by this be applied in the order proceeds.

If Borrower abandant the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower down respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender that the insurance carrier has offered to In either event, or if Lender acceptes 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 this 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 strument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, estable and use the Property as Borrower's principal residence within 60 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 for unstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Protections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waster the Property. Whether or not Borrower is residing due to its condition. Unless it is determined pursuant to Section 5 that reports restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid furthe or terioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, Property, Borrower shall be responsible for the repairing or restoring the Property only if Lender has released proceeds for such part see. 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 obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. It is reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrow ptice 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

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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 on or 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 Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed 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 Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leaseh 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 by Lender maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender sees to be available from the mortgage insurer that previously previded such insurance. ses to be available from the mortgage insurer that previously provided such insurance and Borrower was required to the separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums 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 sected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to previously the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect ender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such seserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be remired to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage 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 period to make separately designated payments toward the period to make separately designated payments toward the premiums for Mortgage Insurance as a condition of making the Loan and Borrover was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrover shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserver, and Lender providing for such termination Insurance ends in accordance with any written agreement between Borro and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 along Borrower's obligation to pay interest

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) or 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 pe, 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 the greements. These agreements may require the mortgage insurer to make payments using any source of funds that the portgage 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 Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to



be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellane occeeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied

In the event of a trial taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured it is Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. In the event of a paraturbing, 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 multiple 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 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 (vander to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for parages, 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 Scority 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 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 begun that, in Lender's judgment, this Security Instrument. 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 other material impairment. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order



for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, atto s' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Secretary Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee Onder may not charge fees that are expressly prohibited by this Security Instrument or by

If the Loan is subject to which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected in connection with the Loan exceed the permitted limits, then: (a) or other loan charges collected to be collected in connection with the Loan exceed the permitted limits, then: (a) ged by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Bo which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the point owed under the Note or by making a direct payment to Borrower. ncipal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided or under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a of any right of action Borrower might have arising out of such

15. Notices. All notices given by Borrower or Lends in Connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security In ment shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to wer's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers units applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has being a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of press. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report procedure. There may be only one designated notice address under this price to leave the specified notice to Lender shall be given by delivering it or by mailing it by first class mail to the designated another address by notice to Borrower. Any notice in contract with this Security Instrument at any one time. Any notice in contract with this Security Instrument and the designated another address by notice to Borrower. Any notice in contract with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender notice required by the Security Instrument. Security Instrument is also required under Applicable Law, the Applicable Law requiremen (wil atisfy the corresponding

16. Governing Law; Severability; Rules of Construction. This Security Instrument sha overned by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations con Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly

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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 (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 full 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 remedies permitted by this Security Instrument without further notice or demand on Borrower,

19. Borrower's Right to Reinstate After Acceleration. 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 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 which then would be due under this Security Instrument and the Note is if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection are justion fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under the Decurity 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 Instrumnt, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay 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 in the month whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upor statement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no alceleration 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 of 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 change in the entity (known as the "Loan Servicer") that change in the entity (known as the "Loan Servicer") that change in the entity (known as the "Loan Servicer") that change in the entity (known as the "Loan Servicer") that change in the entity (known as the "Loan Servicer") that change in the entity (known as the "Loan Servicer") that change in the entity (known as the "Loan Servicer") that change in the entity (known as the "Loan Servicer") that change in the entity (known as the "Loan Servicer") that change in the entity (known as the "Loan Servicer") that change in the entity (known as the "Loan Servicer") that change in the entity (known as the "Loan Servicer") that change in the entity (known as the "Loan Servicer") that change in the entity (known as the "Loan Servicer") that change in the entity (known as the "Loan Servicer") that change in the entity (known as the "Loan Servicer") that change in the entity (known as the "Loan Servicer") that change is the entity (known as the "Loan Servicer") that change is the entity (known as the "Loan Servicer") that change is the entity (known as the "Loan Servicer") that change is the entity (known as the "Loan Servicer") that change is the entity (known as the "Loan Servicer") that change is the entity (known as the "Loan Servicer") that change is the entity (known as the "Loan Servicer") that change is the entity (known as the "Loan Servicer") that change is the entity (known as the "Loan Servicer") that change is the entity (known as the "Loan Servicer") that change is the entity (known as the "Loan Servicer") that change is the entity (known as the "Loan Servicer") that change is the entity (known as the "Loan Servicer") that change is the entity (known as the "Loan Servicer") that change is the entity (known as the "Loan Servicer") that change is the entity (known as the "Loan Servicer") the entity (known as the "Loan Servicer") that change is the entity (known as the "Loan Servicer") th this Security Instrument and performs other mortgage loan sewing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more change of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be give when notice of the change which will state the name and address of the new Loan Servicer, the address to which person ents should be made and any other information RESPA requires in connection with a notice of transfer of servicing. It has been sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage iden Servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer as 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 an individual litigant or the member 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 ment, until such Borrower 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 action can 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 provisions 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 formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws

by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law 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 preser eyes or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is gived by any governmental or regulatory authority, or any private party, that any removal or other remediation of any House Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in a dance with Environmental Law. Nothing herein shall create any obligation on Lender

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

22. Acceleration; Remedies. Lender that give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this curity Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Otice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days if in 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 must be cured; and (d) that railitie to cure the default of for before the date specified in the notice may result in acceleration of the sums secured by this Security Institution, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right, reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default of any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date is edified 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 the initial to, reasonable attorneys' fore and costs of title evidence.

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

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and rights under

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's

This instructed was acknowledged before me on JANUARY 12, 2021 (date) by ALBERT BENNEY JR, A MARRIED MAN (name of person/s).

OF COUNTY CLOTH'S OFFICE



LOT 185 IN GOLD COAST MANOR UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE NORTH

LOT 185 IN GOLD COAST MANOR UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE NOP EAST OF THE PROPERTY OF COUNTY, ILLINOIS.

COACCOUNTY, ILLINOIS.

COACCOUNTY, ILLINOIS.

COACCOUNTY, ILLINOIS.

COACCOUNTY, ILLINOIS.

2104801399 Page: 15 of 15

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LOAN #: 211201027713

FIXED INTEREST RATE RIDER

THIS Fixed Interest Rate Rider is made this 12th day of January, 2021 and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to University Lending Group, LLC, a Limited Liability Company

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at 1367 ARTHUR ST Calumet City, IL 60409-5651 Fixed Interest R over ider COVENANT. In addition to the covenants and agreements made in the Security Instrument, Borrower accepter further covenant and agree that DEFINITION (E) of the Security Instrument is deleted and replaced by the tollowing: (E). "Note" means the promissory note signed by Borrower and dated January 12, 2021. The Note states that Borrower over ender EIGHTY TWO THOUSAND FOUR HUNDRED FIFTY AND NO/100* * ***********) Lus interest at the rate of 2.875 %. Dollars (U.S. \$82,450.00 Borrower has promised to pay this debt in regular Periodic Payments and pay the debt in full not later than February 1, 2051. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed Interest Rate OUNX Clort's Office (Seal)

IL - Fixed Interest Rate Rider



Droperty. This instrument prepared by Boss M. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805, Edwards Road, Suite Scincinnati, Ohio 45209 (513) 247-9605.

thur St., Calumet City, IL 60409

DENTIFICATION NUMBER

SPECIAL/LIMITED WARRANTY DEE

dress is 5000 Plano Parkway, Carrollton, TX 75010, hereinafter grantor, for \$85,000.00 Thousand Dollars and Zero Cents) in consideration paid, grants with covenants of special warranty



TO PAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belongly or in anywise appertaining, and all the estate, right, title interest, lien equity and claim what to the said grantor, either in law or equity, to the only proper use, benefit and behalf of the grantor will warrant old defend against all lawful claims of all persons claiming by, through or under grantor, and others. EVE AND TO HOLD the same together with all and singular the appurtenances

Its: Lauren Fieler i yzona ASCONT VICE PRESIDENT
STATE OF Pennsylvine COUNTY OF Allegher Alleg
The foregoing instrument was acknowledged before me on
acknowledged that his/her signature was his/her and voluntary act for the purposes set forth in this instrument.
Commonwealth of Pennsylvania - Notary Seal Heather L. Burroughs, Notary Public Allegheny County My commission expires March 13, 2022 Commission number 1328277 Member, Pennsylvania Association of Notaries
Member, Pennsylvania Association of the San Control







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	View	2104801399	2/17/2021	1/12/2021	MORTGAGE	BENNEY ALBERT JR	UNIVERSITY LENDG GRP LLC		30-19-223-011-0000 1367 ARTHUR ST, CALUMET CITY
	View	2104801398	2/17/2021	12/1/2020	SPECIAL WARRANTY DEED	FEDERAL HOME LOAN MTG CORP	BENNEY ALBERT JR	2012839059	30-19-223-011-0000 1367 ARTHUR ST, CALUMET CITY

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View	2104801398	2/17/2021	12/1/2020	SPECIAL WARRANTY DEED	FEDERAL HOME LOAN MTG CORP	BENNEY ALBERT JR	2012839059	30-19-223-011- 0000 1367 ARTHUR ST, CALUMET CITY
View	2012839059	5/7/2020	2/25/2020	DEED	COOK COUNTY SHERIFF	FEDERAL HOME LOAN MTG CORP	2104801398	30-19-223-011- 0000 1367 ARTHUR ST, CALUMET CITY
View	1915418047	6/3/2019	5/29/2019	LIS PENDENS FORECLOSURE	NEW RESIDENTIAL MORTGAGE LLC	HAYMON RASONYA	0030422098	30-19-223-011- 0000 1367 ARTHUR ST, CALUMET CITY
View	1805946212	2/28/2018	2/28/2018	ASSIGNMENT	DITECH FIN LLC	NEW RESID MTG LLC	0030422098	30-19-223-011- 0000 1367 ARTHUR ST, CALUMET CITY
View	1502808077	1/28/2015	1/26/2015	ASSIGNMENT	CITIMORTGAGE INC	GREEN TREE SERVICING LLC	0030422098	30-19-223-011- 0000 1367 ARTHUR ST, CALUMET CITY
View	0316416045	6/13/2003	4/22/2003	RELEASE	OCWEN FED BK	HAYMON RASONYA	0011082037	30-19-223-011- 0000 1367 ARTHUR ST, CALUMET CITY
View	0316416044	6/13/2003	10/2/2001	ASSIGNMENT	FIRST FRANKLIN FIN CORP	UNKNOWN	0011082037	30-19-223-011- 0000 1367 ARTHUR ST, CALUMET CITY
View	0315617030	6/5/2003	4/18/2003	RELEASE	FIRST FRANKLIN FIN CORP	HAYMON RASONYA	0011082036	30-19-223-011- 0000 1367 ARTHUR ST, CALUMET CITY
View	0030422098	3/28/2003	3/7/2003	MORTGAGE	HAYMON RASONYA	MERITLENDING.COM	0030422099	30-19-223-011- 0000 1367 ARTHUR ST, CALUMET CITY
View	0030422099	3/28/2003	3/13/2003	ASSIGNMENT	MERITLENDING.COM	PRINCIPAL RESID MTG	0030422098	30-19-223-011- 0000 1367 ARTHUR ST, CALUMET CITY
View	0011082035	11/16/2001	9/27/2001	WARRANTY DEED	PROKOP ANDREW J	HAYMON RASONYA		30-19-223-011- 0000 1367 ARTHUR ST, CALUMET CITY
View	0011082037	11/16/2001	9/27/2001	MORTGAGE	HAYMON RASONYA	FIRST FRANKLIN FIN CORP	0316416044	30-19-223-011- 0000 1367 ARTHUR ST, CALUMET CITY
View	0011082036	11/16/2001	9/27/2001	MORTGAGE	HAYMON RASONYA	FIRST FRANKLIN FIN CORP	0315617030	30-19-223-011- 0000 1367 ARTHUR ST, CALUMET CITY
View	91446968	8/29/1991	8/1/1991	RELEASE	METROPOLITAN LF INS CO	PROKOP ANDREW J		30-19-223-011- 0000 1367 ARTHUR ST, CALUMET CITY

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