

**Document Execution Coversheet**

**Date:** November 14, 2016

**Loan #:** 0630808020

**File #:** 16-06669-FC

**Document Type:** Affidavit

**Borrower:** MICHAEL FENWICK

**Property Address:** 1699 LISA CT, NAPERVILLE, IL 60563

**Please execute and return the attached document to:**

Marinosci Law Group, P.C.

134 N. LaSalle St. Suite 1900

Chicago, IL 60602

**Contact Information for questions:**

Alex Ruiz

312.940.8580

**Judgment Hearing Scheduled:** N/A.

**Special Instructions:**

STATE OF ILLINOIS  
COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE 18TH JUDICIAL CIRCUIT,  
DU PAGE COUNTY, WHEATON, ILLINOIS

BANK OF AMERICA, N.A.

Plaintiff,  
VS

Case No.: 16 CH 000992

MICHAEL B FENWICK A/K/A MICHAEL FENWICK,  
SECRETARY OF HOUSING & URBAN DEVELOPMENT,  
MONISOPHOAN ZUKOWSKI, UNKNOWN OWNERS  
AND NON RECORD CLAIMANTS,  
Defendant(s).

Property Address:  
1699 LISA CT  
NAPERVILLE, IL 60563

**LOSS MITIGATION AFFIDAVIT**

I, \_\_\_\_\_, hereby state as follows:

1. I am a(n) \_\_\_\_\_ of \_\_\_\_\_, the mortgagee as defined in section 15-1208 of the Illinois Mortgage Foreclosure Law for the residential mortgage loan that is the subject of the pending foreclosure, and I am authorized to act on behalf of plaintiff.

2. Affiant is over the age of 18 and competent to testify as to the matters contained herein.

3. With respect to the subject mortgage loan and at the time of executing this affidavit, my employer is the appropriate entity authorized to extend loss mitigation, if any, to the mortgager(s), as defined in Section 15-1209 or the Illinois Mortgage Foreclosure Law.

4. I have performed or caused to be performed a review of the records maintained in the ordinary course of the business of my employer relating to the subject mortgage loan, and based upon that review:

5. The subject mortgage loan was, is, or may be eligible for the following loss mitigation programs: (all applicable will be checked):

- ☐ HAMP MODIFICATION
- ☐ VA MODIFICATION PROGRAMS
- ☐ USDA MODIFICATION PROGRAMS
- ☐ FHA MODIFICATION OPTIONS

- GSE INVESTOR SPECIFIC MODIFICATION OPTIONS
- NON-DSE INVESTOR, CAPITALIZATION, or IN-HOUSE MODIFICATION OPTIONS
- HAFA SHORT SALE
- TRADITIONAL SHORT SALE
- TRADITIONAL DEED-IN-LIEU OF FORECLOSURE
- OTHER: \_\_\_\_\_
- OTHER: \_\_\_\_\_

**By checking any of the above, this in no way guarantees a loss mitigation alternative must or shall be provided.**

6. The following steps have been taken by the mortgagee to comply with its obligations under such program:

- CALL ATTEMPTS MADE TO CONTACT NUMBERS ON FILE
- SOLICITAION MAILINGS 08/25/2015
- (IF CONTACT WITH THE BORROWER WAS MADE)
- ADVISED BORROWER OF LOSS MITIGATION OPTIONS
- VERBAL/TELEPHONIC VERIFICATION OF INCOME/EXPENSES
- WRITTEN CONFIMATION OF FINANCIALS/HARDSHIP REQUESTED FOR PROGRAM ELIGIBILTY REVIEW (IF APPLICABLE)

7. For each of the programs listed above, the current status of loss mitigation efforts is as follows:

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8. The above is true and accurate to the best of my personal knowledge and based upon my review of the records as set forth above.

Affiant states nothing more.

BY: \_\_\_\_\_

AFFIANT

Subscribed and Sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

Prepared By:

MARINOSCI LAW GROUP, P.C.

134 N. LaSalle Street, Suite 1900

Telephone: 312-940-8580; Facsimile: 401-234-5130

Firm No.: 59049

[mlgil@mlg-defaultlaw.com](mailto:mlgil@mlg-defaultlaw.com)

STATE OF ILLINOIS  
COUNTY OF DUPAGE

Firm No.: 306111

IN THE CIRCUIT COURT OF THE 18TH JUDICIAL CIRCUIT,  
DUPAGE COUNTY, WHEATON, ILLINOIS

BANK OF AMERICA, N.A.  
Plaintiff,

vs.

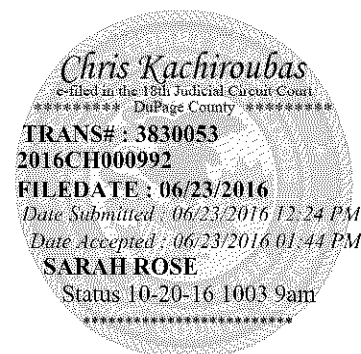
MICHAEL B FENWICK A/K/A MICHAEL  
FENWICK, SECRETARY OF HOUSING &  
URBAN DEVELOPMENT, MONISOPHOAN  
ZUKOWSKI, UNKNOWN OWNERS AND NON-  
RECORD CLAIMANTS

Defendant(s).

Case No.

**2016CH000992**

Property Address:  
1699 LISA CT  
NAPERVILLE, IL 60563-0000



**COMPLAINT FOR FORECLOSURE OF MORTGAGE**

Now comes Plaintiff, BANK OF AMERICA, N.A., by and through its attorneys, MARINOSCI  
LAW GROUP, P.C., who complains of the defendants, MICHAEL B FENWICK A/K/A MICHAEL  
FENWICK, SECRETARY OF HOUSING & URBAN DEVELOPMENT, MONISOPHOAN  
ZUKOWSKI, UNKNOWN OWNERS AND NON-RECORD CLAIMANTS as follows:

1. Plaintiff files this Complaint pursuant to 735 ILCS 5/15-1101 et. seq., to foreclose the mortgage, trust deed or other conveyance in the nature of a mortgage (hereinafter called "Mortgage") hereinafter described and joins the following persons as defendants:  
  
MICHAEL B FENWICK A/K/A MICHAEL FENWICK, SECRETARY OF HOUSING  
& URBAN DEVELOPMENT, MONISOPHOAN ZUKOWSKI, UNKNOWN  
OWNERS AND NON-RECORD CLAIMANTS
2. Plaintiff has heretofore elected to declare the whole of the principal sum remaining

unpaid, together with interest thereon, to become immediately due and payable, and by the filing of this Complaint, Plaintiff has confirmed said election.

3. Attached as "EXHIBIT A" is a true copy of the Mortgage. Attached as "EXHIBIT B" is a true copy of the Note secured thereby. Attached as "EXHIBIT C" is a notice providing the information required by the Fair Debt Collection Practices Act (15 U.S.C. 4. §1601, as Amended). Attached as "EXHIBIT D" is a true copy of a recorded assignment of mortgage.

4. Information concerning said mortgage:

- a) Nature of the Instrument: Mortgage
- b) Date of the Mortgage: December 26, 2008.
- c) Name or Names of the Mortgagors: MICHAEL B FENWICK A/K/A MICHAEL FENWICK
- d) Name of the mortgagee, trustee or grantee in the Mortgage: M.E.R.S., AS NOMINEE FOR COUNTRYWIDE BANK, FSB
- e) Date of and Place of the Recording or Mortgage: January 22, 2009; DUPAGE County, Illinois.
- f) Identification of recording: Document No.: R2009-008388
- g) Interest subject to the mortgage: Fee simple
- h) Amount of original indebtedness, including subsequent advances made under the mortgage: \$225,619.00
- i) Both the legal description of the mortgaged real estate and the common address, or other information sufficient to identify it with reasonable certainty:

LOT 113 IN FLYNN-LAUTH 8, BEING A SUBDIVISION ON PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1988 AS DOCUMENT NUMBER R88-094417, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as: 1699 LISA CT, NAPERVILLE, IL 60563-0000

Permanent Index: 07-15-206-040-0000

- j) Statement as to defaults and amount now due:

Mortgage has been in default since January 1, 2013, through the present, with a principal balance due of \$162,812.60 plus accrued interest, attorneys' fees, and late charges, and advances and expenses incurred by the Plaintiff as a result of the default. The per diem rate of interest on this loan is \$22.61.

- k) Name of present owner(s) of the real estate:

MICHAEL B FENWICK A/K/A MICHAEL FENWICK

- l) Names of other persons who are joined as defendants and whose interest in or lien on the mortgaged real estate is sought to be terminated:

Defendant, SECRETARY OF HOUSING AND URBAN DEVELOPMENT, by virtue of a Mortgage executed by MICHAEL B FENWICK A/K/A MICHAEL FENWICK, dated September 12, 2012, recorded January 11, 2013, in the Office of the Recorder of Deeds of DU PAGE County, Illinois, as Document No. R2013-005645, to secure a Note in the principal sum of \$65,869.58; said lien is inferior to that of the Plaintiff herein.

UNKNOWN OWNERS AND/OR NON-RECORD CLAIMANTS, upon information and belief, who may have an interest in the said property.

- m) That in addition to person(s) designated by name herein, there are other person(s) who have or claim to have an interest in the mortgaged real estate which is not disclosed of record by recorded notice or proceeding, which would give constructive notice, and who are more fully defined in 735 ILCS 5/15-1210, and whose interest falls in any of the following categories: (1) right of homestead, (2)

judgment creditor, (3) beneficiary interest under any trust other than the beneficial interest of a beneficiary of a trust in actual possession of all or part of the real estate, (4) unrecorded mechanics' lien claimant, and/or (5) any other entity or person who claims an interest in the Mortgaged Premises. That the name or names of these claimants, and all such other persons, are made party defendants to this action by the name and description of "UNKNOWN OWNERS AND/OR NON-RECORD CLAIMANTS."

- n) Names of defendants claimed to be personally liable for deficiency, if any:

None

Please note that no personal deficiency will be sought against any party who has received a Chapter 7 discharge or who are protected by the automatic stay at sale confirmation.

- o) Capacity in which Plaintiff brings this foreclosure:

Plaintiff is the legal holder of the indebtedness secured by the mortgage being foreclosed herein.

- p) Facts in support of redemption period, shorter than the longer of: (i) seven months from the date the mortgagor or, if more than one, all the mortgagors (I) have been served with summons or by publication, or (II) have otherwise submitted to the jurisdiction of the Court, if residential real estate; (ii) six months from the date the mortgagor or, if more than one, all the mortgagors (I) have been served with summons or by publication or (II) have otherwise submitted to the jurisdiction of the Court, if commercial real estate; or (iii) three months from the entry of the Judgment of Foreclosure, whichever is later.



- q) That pursuant to the terms of the 735 ILCS 5/15-1603, the Court determine the length of the redemption period upon making a finding, based on the facts and circumstances available to the Court at the time of Judgment, that the property is either residential, non-residential or abandoned.
- r) Facts in support of request for attorney's fees and of costs and expenses:  
That pursuant to the terms of the Note and Mortgage, the mortgagee is entitled to recover attorney's fees, court costs, title costs, and other expenses which plaintiff has been and will be required to expend in the prosecution of this foreclosure.
- s) Determination as to residential real estate:
  - 1) That pursuant to the terms of 735 ILCS 5/15-1219, Plaintiff respectfully requests that the Court make a finding based upon facts and circumstances available to the Court at the time of Judgment, whether or not the subject real estate is "residential real estate" occupied as a principal residence, and thus subject to a seven-month redemption period, on the basis of whether (i) a mortgagor is an individual, by that mortgagor, that mortgagor's spouse or that mortgagor's descendants, or (ii) if a mortgagor is a trustee of a trust, or an executor or administrator of an estate, by a beneficiary of that trust or estate or by such beneficiary's spouse or descendants, or (iii) if a mortgagor is a corporation, by persons owning collectively at least fifty percent of the shares of voting stock of such corporation or by a spouse or descendants of such persons.
  - 2) In the event that the Court finds that the real estate is non-residential, then it shall be subject to a six-month redemption period.
- t) Determination as to residential real estate:

- 1) That pursuant to the terms of 735 ILCS 5/15-1219, Plaintiff respectfully requests that the Court make a finding based upon facts and circumstances available to the Court at the time of Judgment, whether or not the subject real estate is "residential real estate" occupied as a principal residence, and thus subject to a seven-month redemption period, on the basis of whether (i) a mortgagor is an individual, by that mortgagor, that mortgagor's spouse or that mortgagor's descendants, or (ii) if a mortgagor is a trustee of a trust, or an executor or administrator of an estate, by a beneficiary of that trust or estate or by such beneficiary's spouse or descendants, or (iii) if a mortgagor is a corporation, by persons owning collectively at least fifty percent of the shares of voting stock of such corporation or by a spouse or descendants of such persons.
  - 2) In the event that the Court finds that the real estate is non-residential, then it shall be subject to a six-month redemption period.
- u) Facts in support of a request for appointment of mortgagee in possession or for appointment of a receiver, and identity of such receiver, if sought:  
  
None at this time. Plaintiff reserves the right to file a separate Petition for Appointment of Mortgagee in Possession or Receiver, if applicable.
  - v) Name or names of defendants whose right to possess the mortgaged real estate, after the confirmation of the foreclosure sale, is sought to be terminated:  
  
MICHAEL B FENWICK, MONISOPHOAN ZUKOWSKI, UNKNOWN  
OWNERS AND NONRECORD CLAIMANTS

**REQUEST FOR RELIEF**

Plaintiff respectfully requests:

1. A Judgment to Foreclose such mortgage and Judicial Sale by the Sheriff of DU PAGE County, or a Judicial Sales Officer appointed for that purpose.
2. An order granting a shortened redemption period, as applicable.
3. An In Rem judgment for a deficiency, if sought, only against those Defendants / Obligors, who have not received an order discharging the subject debt in bankruptcy proceedings, or who are not currently involved in bankruptcy proceedings in which the stay has been modified for the sole purpose of foreclosing the subject lien; or an In Rem Judgment if defendant(s) have had personal liability on the subject mortgage note discharged in a bankruptcy proceeding or otherwise released.
4. An order granting possession, if sought.
5. An order placing the mortgagee in possession or appointing a receiver, if sought.
6. A judgment including attorneys' fees, and costs and expenses, with respect to said real estate, including without limitation, the cost of securing said premises, and payments for taxes, insurance and inspections.
7. For a finding that the interests of all named defendants are junior and subservient to the mortgage lien being foreclosed herein and the termination of leaseholds, if any.
8. An order enforcing its assignment of rents derived from said real estate, if applicable.
9. For such other and further relief as the Court deems just, including, but not limited to, declaratory and injunctive relief.

**ADDITIONAL REQUEST FOR RELIEF**

10. A sale by public auction.
11. A cash sale by open bid.
12. A provision that a Sales Officer, or a special commissioner, shall conduct the sale for a reasonable fee, which fee shall be recoverable by Plaintiff in the event of redemption.

13. An order that title in the real estate may be subject, at the sale, to exceptions, including general real estate taxes for the current year, and for preceding years which have not become due and payable as of the date of entry of the judgment of foreclosure, and any special assessments upon real estate, and easements and restrictions of record.
14. That the plaintiff be entitled to recover in any reinstatement or redemption, any additional taxes paid, or advances paid for expenses including, but not limited to, insurance, inspection, boarding and securing said premises, or other expenses to preserve and protect said security.

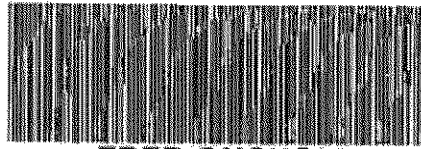
Respectfully submitted,

Dated: 6/20/16

By: C Mitchell  
Courtney Mitchell  
Attorney, Marinosci Law Group, P.C.  
[mlgil@mlg-defaultlaw.com](mailto:mlgil@mlg-defaultlaw.com)  
Firm No.: 306111

MARINOSCI LAW GROUP, P.C.  
134 N. LaSalle Street  
Suite 1900  
Chicago, IL 60602  
Telephone: 312-940-8580  
Facsimile: 401-234-5130  
Firm No.: 306111  
[mlgil@mlg-defaultlaw.com](mailto:mlgil@mlg-defaultlaw.com)

# EXHIBIT A



**FRED BUCHOLZ**  
**DUPAGE COUNTY RECORDER**  
 JAN. 22, 2009 RHSP 3:20 PM  
 OTHER 07-15-206-040  
**010 PAGES R2009-008388**

Return To:  
 COUNTRYWIDE BANK, FSB  
 MS SV-79 DOCUMENT PROCESSING  
 P.O. Box 10423  
 Van Nuys, CA 91410-0423  
 Prepared By:  
 DAVID DROZD  
 COUNTRYWIDE BANK, FSB

1600 GOLF ROAD, SUITE 600  
 ROLLING MEADOWS  
 IL 60008

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[Case #]

[Escrow/Closing #]

[Doc ID #]

State of Illinois

## MORTGAGE

FHA Case No.

MIN 1001337-0003511402-7

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 26, 2008. The Mortgagor is  
 MICHAEL PENWICK married to Monisophon Zukowski

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.  
 COUNTRYWIDE BANK, FSB

FHA Illinois Mortgage with MERS - 4/28  
 MERS FHA Mortgage-IL  
 1004N-IL (11/07)(c/s)

Page 1 of 8

Amended 2/01



\* 2 3 9 9 1 \*



FRED BUCHOLZ

R2009-008388

DUPAGE COUNTY RECORDER

DUPAGE, IL

Document: MTG 2009.8388

Page 1 of 10

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CASE #: [REDACTED] DOC ID #: 00020160193412008

("Lender") is organized and existing under the laws of THE UNITED STATES, and has an address of  
1199 North Fairfax St. Ste.500, Alexandria, VA 22314  
Borrower owes Lender the principal sum of  
TWO HUNDRED TWENTY FIVE THOUSAND SIX HUNDRED NINETEEN and 00/100

Dollars (U.S. \$ 225,519.00 ). 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 JANUARY 01, 2039. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in  
DUPAGE County, Illinois:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 0715206040  
which has the address of

1699 LISA CT, NAPERVILLE  
[Street, City]

Illinois 60563 ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage

MERS FHA Mortgage-IL  
1004N-IL (11/07)

Page 2 of 8

FRED BUCHOLZ

R2009-008388

DUPAGE COUNTY RECORDER

DUPAGE,IL

Page 2 of 10

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Document: MTG 2009.8388

CASE #:

DOC ID #: 00020160193412006

insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable

MERS FHA Mortgage-IL  
1604N-IL (11/07)

Page 3 of 8

FRED BUCHOLZ

R2009-008388

DUPAGE COUNTY RECORDER

DUPAGE, IL

Page 3 of 10

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Document: MTG 2009.8388



CASE #: [REDACTED]

DOC ID #: 00020160193412008

wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures 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.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

MERS FHA Mortgage-IL  
1004N-IL (11/07)

Page 4 of 8

FRED BUCHOLZ

R2009-008388

DUPAGE COUNTY RECORDER

DUPAGE, IL

Page 4 of 10

Printed on 11/20/2013 10:26:11 AM

Document: MTG 2009.8388

CASE #:

DOC ID #: 00020160193412008

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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 recognized to be appropriate to normal residential uses and to maintenance of the Property.

MERS FHA Mortgage-IL  
1004N-IL (1/07)

Page 5 of 5

FRED BUCHOLZ

R2009-008388

DUPAGE COUNTY RECORDER

DUPAGE, IL

Page 5 of 10

Printed on 11/20/2013 10:26:11 AM

Document: MTG 2009.8388

CASE #:

DOC ID #: 00020160193412008

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**17. Assignment of Rents.** To the extent permitted by applicable law, Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**18. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding and invoke any other remedies permitted by applicable law. Lender shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender forecloses this Security Instrument, Lender shall give notice in the manner required by applicable law to Borrower and any other persons prescribed by applicable law. Lender shall also publish the notice of sale, and the Property shall be sold, as prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the manner prescribed by applicable law.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

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

**20. Waiver of Homestead.** In accordance with the laws of the State of Illinois, the undersigned are hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State.

MERS FHA Mortgage-IL  
1004N-IL (11/07)

Page 6 of 8

FRED BUCHOLZ

R2009-008388

DUPAGE COUNTY RECORDER

DUPAGE,IL

Page 6 of 10

Printed on 11/20/2013 10:26:11 AM

Document: MTG 2009.8388

CASE #: [REDACTED]

DOC ID #: 00020160193412008

21. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)].

☐ Condominium Rider☐ Planned Unit Development Rider☐ Growing Equity Rider☐ Graduated Payment Rider☐ Other [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

  
MICHAEL FENWICK

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

MERS FHA Mortgage-IL  
1004N-IL (11/07)

Page 7 of 8

FRED BUCHOLZ

R2009-008388

DUPAGE COUNTY RECORDER

DUPAGE,IL

Page 7 of 10

Printed on 11/20/2013 10:26:12 AM

Document: MTG 2009.8388

12/31/2008 08:39 8475191705

ACQUEST TITLE

PAGE 08

CASE #:


DOC ID #: 00020160193412000

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es)).

☐ Condominium Rider☐ Growing Equity Rider☐ Other [specify]☐ Planned Unit Development Rider☐ Graduated Payment Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

  
MICHAEL FENWICK (Seal)  
- Borrower

  
(Seal)  
- Borrower

(Seal)  
- Borrower

(Seal)  
- Borrower

MERS FHA Mortgage-IL  
1004N-IL (11/07)

Page 7 of 8

FRED BUCHOLZ

R2009-008388

DUPAGE COUNTY RECORDER

DUPAGE,IL

Page 8 of 10

Printed on 11/20/2013 10:26:12 AM

Document: MTG 2009.8388

CASE #: [REDACTED] DOC ID #: 00020160193412008  
STATE OF ILLINOIS County ss: Cook  
I, Larry Moore, a Notary Public in and for said county and state do hereby certify  
that Michael Joseph F. Monisophon Lukon Sr.  
personally known to me to be the same person(s) whose name(s)  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed  
and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.  
Given under my hand and official seal, this 26 day of December 2008.  
My Commission Expires: 1-17-10  
Notary Public Larry Moore



MERS FHA Mortgage-IL  
1004N-IL (11/07)

Page 8 of 8

FRED BUCHOLZ

R2009-008388

DUPAGE COUNTY RECORDER

DUPAGE, IL

Page 9 of 10

Printed on 11/20/2013 10:26:12 AM

Document: MTG 2009.8388

**ACQUEST TITLE SERVICES, LLC**

2500 West Higgins Road, Suite 1250, Hoffman Estates, IL, 60189

**AS AGENT FOR**

Ticor Title Insurance Company

Commitment Number: [REDACTED]

**SCHEDULE C  
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows.

Lot 113 in Flynn-Lauth B, being a subdivision in part of the Northeast 1/4 of Section 15, Township 38 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded August 23, 1988 as Document Number R88-094417, in DuPage County, Illinois.

PIN: 07-16-206-040

FOR INFORMATION PURPOSES ONLY.  
THE SUBJECT LAND IS COMMONLY KNOWN AS

1699 Lisa Court  
Naperville, Illinois 60563

ALTA Commitment  
Schedule C

(2008120650.PFD/2008120650/6)

FRED BUCHOLZ

R2009-008388

DUPAGE COUNTY RECORDER

DUPAGE,IL

Page 10 of 10

Printed on 11/20/2013 10:26:12 AM

Document: MTG 2009.8388

# **EXHIBIT B**



Multistate

## NOTE

LOAN #:

FHA Case No.

DECEMBER 26, 2008

[Date]

1699 LISA CT, NAPERVILLE, IL 60563  
[Property Address]

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means COUNTRYWIDE BANK, FSE and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of TWO HUNDRED TWENTY FIVE THOUSAND SIX HUNDRED NINETEEN and 00/100

Dollars (U.S. \$225,619.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FIVE percent ( 5.000 %) per year until the full amount of principal has been paid.

## 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a Mortgage, Deed of Trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

## 4. MANNER OF PAYMENT

## (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on FEBRUARY 01, 2009. Any principal and interest remaining on the first day of JANUARY, 2039, will be due on that date, which is called the "Maturity Date."

## (B) Place

Payment shall be made at

P.O. Box 660694, Dallas, TX 75266-0694  
or at such place as Lender may designate in writing by notice to Borrower.

## (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$1,211.17. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

## (D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

## 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

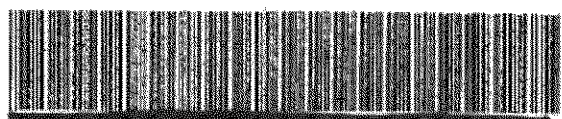
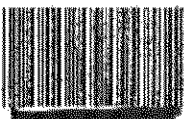
## 6. BORROWER'S FAILURE TO PAY

## (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent ( 4.000 %) of the overdue amount of each payment.

## (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of



payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**7. WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

PAY TO THE ORDER OF

WITHOUT RECOURSE  
BANK OF AMERICA, N.A.

BY Michele Sjolander  
MICHELE SJOLANDER  
SENIOR VICE PRESIDENT

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Michael Penwick (Seal)  
MICHAEL PENWICK -Borrower

PAY TO THE ORDER OF  
BANK OF AMERICA, N.A.  
WITHOUT RECOURSE  
COUNTRYWIDE BANK, FSB

BY Laurie Meyer (Seal)  
LAURIE MEYER -Borrower  
SENIOR VICE PRESIDENT

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

# EXHIBIT C

NOTICE REQUIRED BY THE  
FAIR DEBT COLLECTION  
PRACTICES ACT, (the Act),  
15 U.S.C. Section 1601 as Amended

1. The amount of the debt is stated in the complaint attached hereto.
2. The plaintiff as named in the attached summons and complaint is the creditor to whom the debt is owed or is the servicing agent for the creditor whom the debt is owed.
3. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume the debt is valid.
4. If you notify this office in writing within 30 days after receiving this notice, this office will obtain verification of the debt and mail you a copy of such verification.
5. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.
6. Written requests should be addressed to Marinosci Law Group, P.C., 134 N. LaSalle Street, Suite 1900, Chicago, Illinois 60602.
7. Please be advised that this is an attempt to collect a debt. Any information obtained will be used for that purpose.

# **EXHIBIT D**

ASSIGNMENT OF MORTGAGE  
R2013-046189

Recording Requested By:  
Bank of America  
Prepared By: Diana De Avila  
1800 Tapa Canyon Road  
Simi Valley, CA 93063  
818-444-4303  
When recorded mail to:  
CoreLogic  
Mail Stop: ASCN  
1 CoreLogic Drive  
Westlake, TX 76262-9823



DocID# [REDACTED]  
Tax ID: 07-15-206-040  
Property Address:  
1699 Lisa Ct  
Naperville, IL 60563-0493  
L5031-AM2420706 8 20130313 21:01

FRED BUCHOLZ  
COUNTY RECORDER  
DUPAGE COUNTY, IL  
RECORDED ON  
03/28/2013 11:18 AM  
07-15-206-040  
PAGES: 2  
RHSP

MIN #:

MERS Phone #: 888-679-6377

ASSIGNMENT OF MORTGAGE

For Value Received, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS"), AS NOMINEE FOR COUNTRYWIDE BANK, FSB its successors and assigns (herein "Assignor") whose address is 1901 N Voorhees Street, Suite C, Danville, IL 61834 hereby assign and transfer to BANK OF AMERICA, N.A its successors and assigns whose address is C/O BAC, M/C: CA6-914-01-43, 1800 Tapa Canyon Road, Simi Valley, CA 93063 all its right, title, and interest to a certain Mortgage described below.

Original Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS"),  
AS NOMINEE FOR COUNTRYWIDE BANK, FSB

Borrower(s): MICHAEL FENWICK MARRIED TO MONISOPHOAN ZUKOWSKI

Date of Mortgage: 12/26/2008 Original Loan Amount: \$225,619.00

Recorded in Du Page County, IL on: 1/22/2009, book N/A, page N/A and instrument number R2009-008388

Property Legal Description:

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS. LOT 113 IN FLYNN-LAUTH 8, BEING A SUBDIVISION IN PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1988 AS DOCUMENT NUMBER 888-094417, IN DUPAGE COUNTY, ILLINOIS, P/N: 07-15-206-040 FOR INFORMATION PURPOSES ONLY. THE SUBJECT LAND IS COMMONLY KNOWN AS 1 609 LISA COURT NAPERVILLE, ILLINOIS 60563

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on  
MAR 27 2013

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., ("MERS"), AS NOMINEE FOR  
COUNTRYWIDE BANK, FSB

By:   
Miguel Romero-Vila President



FRED BUCHOLZ R2013-046189 DUPAGE COUNTY RECORDER

State of California  
County of Ventura

On MAR 27 2013 before me, Danya Bucaro, Notary Public, personally  
appeared Miguel Romero, who proved to me on the basis of satisfactory evidence to be  
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Danya Bucaro  
Notary Public: Danya Bucaro  
My Commission Expires: March 16, 2014



(Seal)

DocID# [REDACTED]

FRED BUCHOLZ R2013-065100 DUPAGE COUNTY RECORDER

Commonly known as: 1699 LISA CT, NAPERVILLE, IL 60563-0000

The subject mortgage has been recorded/registered as document number: R2009-008388

Signature: By: C Mitchell Attorney of Record  
Attorney, Marinosci Law Group, P.C.  
mlgil@mlg-defaultlaw.com  
Firm No.: 306111  
TAX NO.: 07-15-206-040-0000

Dated:                     

DOCUMENT PREPARED BY:  
MARINOSCI LAW GROUP, P.C.  
134 N. LaSalle Street  
Suite 1900  
Chicago, IL 60602  
Telephone: 312-940-8580  
Facsimile: 401-234-5130  
Firm No.: 306111  
mlgil@mlg-defaultlaw.com



Prepared by: DAVID DROZD

**Multistate****NOTE**

LOAN #: 201601934

FHA Case No.  
TL1374573572703DECEMBER 26, 2008  
[Date]1699 LISA CT, NAPERVILLE, IL 60563  
[Property Address]**1. PARTIES**

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means COUNTRYWIDE BANK, FSB and its successors and assigns.

**2. BORROWER'S PROMISE TO PAY; INTEREST**

In return for a loan received from Lender, Borrower promises to pay the principal sum of TWO HUNDRED TWENTY FIVE THOUSAND SIX HUNDRED NINETEEN and 00/100

Dollars (U.S. \$225,619.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FIVE percent ( 5.000 %) per year until the full amount of principal has been paid.

**3. PROMISE TO PAY SECURED**

Borrower's promise to pay is secured by a Mortgage, Deed of Trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

**4. MANNER OF PAYMENT****(A) Time**

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on FEBRUARY 01, 2009. Any principal and interest remaining on the first day of JANUARY, 2039, will be due on that date, which is called the "Maturity Date."

**(B) Place**

Payment shall be made at  
P.O. Box 660694, Dallas, TX 75266-0694  
or at such place as Lender may designate in writing by notice to Borrower.

**(C) Amount**

Each monthly payment of principal and interest will be in the amount of U.S. \$1,211.17. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

**(D) Allonge to this Note for payment adjustments**

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

**5. BORROWER'S RIGHT TO PREPAY**

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

**6. BORROWER'S FAILURE TO PAY****(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent ( 4.000 %) of the overdue amount of each payment.

**(B) Default**

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of



\* 2 3 9 9 1 \*



\* 2 0 1 6 0 1 9 3 4 0 0 0 0 2 0 0 1 R \*



CASE #: IL1374573572703

LOAN #: 201601934

payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**7. WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

PAY TO THE ORDER OF  
WITHOUT RECOURSE  
BANK OF AMERICA, N.A.  
BY Michele Sjolander  
MICHELE SJOLANDER  
SENIOR VICE PRESIDENT

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Michael Fenwick (Seal)  
MICHAEL FENWICK -Borrower

PAY TO THE ORDER OF  
BANK OF AMERICA, N.A.  
WITHOUT RECOURSE  
COUNTRYWIDE BANK, FSB

BY Laurie Meder  
LAURIE MEDER  
SENIOR VICE PRESIDENT

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

4. *Conclusions*

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*Journal of Management Education* 30(6)p. 789-804  
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10. *Chlorophyll a* (Chl a) and *Chlorophyll b* (Chl b) are the two main types of chlorophyll found in plants. They are responsible for the green color of leaves and play a crucial role in photosynthesis. Chl a is the primary photosynthetic pigment, while Chl b acts as an accessory pigment, helping to capture light energy and transfer it to Chl a.