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P. 82/24

Return to:

The Northern Trust Company

Doc#: 0606042082 Fee: \$80.00
Eugene "Gene" Moore RHP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/01/2008 09:32 AM Pg: 1 of 19

Prepared By:
Tiffany Rimmer-Singh, The
Northern Trust Company

N

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MORTGAGE

Loan #:

C-71 ST 508 379J 3 of 4 CDC NO ARS

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated January 26, 2005 together with all Riders to this document.
- (B) "Borrower" is Donda West, AN UNMARRIED WOMAN

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is The Northern Trust Company

Lender is a Corporation
organized and existing under the laws of Illinois

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3814 1/01

2 (1) pages

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VMP MORTGAGE FORMS - (800)521-7221

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(F) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

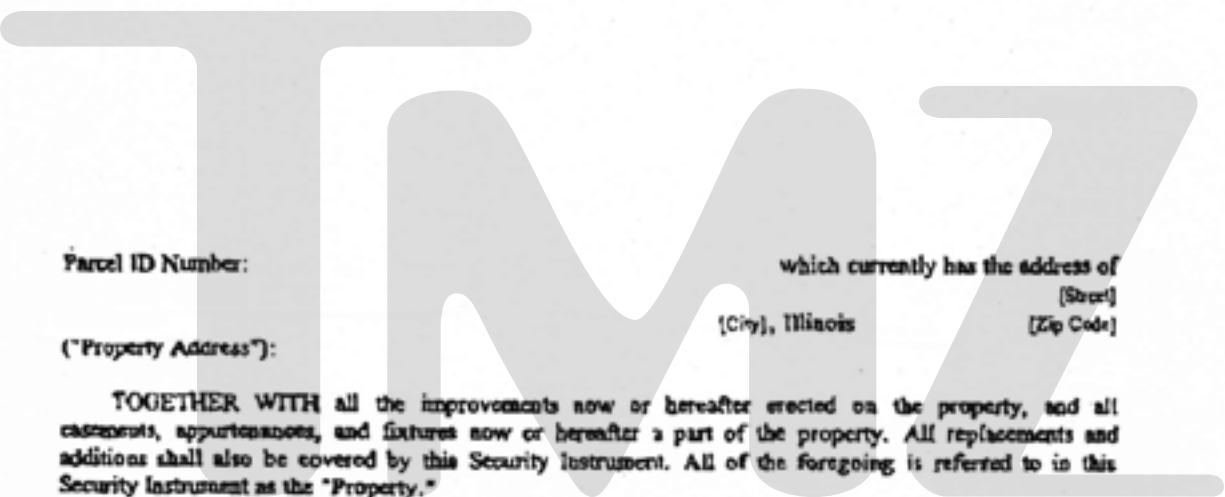
TRANSFER OF RIGHTS IN THE PROPERTY

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 Lender and Lender's successors and assigns, the following described property located in the COUNTY [Type of Recording Jurisdiction]

of COOK

[Name of Recording Jurisdiction]:

Being more particularly described by a legal description attached hereto and made a part thereof. Being the same premises conveyed to the mortgagors herein by deed being recorded simultaneously herewith; this being a purchase money mortgage given to secure the purchase price of the above described premises.



Parcel ID Number:

which currently has the address of

[Street]

[City], Illinois

[Zip Code]

("Property Address"):

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

BORROWER 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.

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

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

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

8 (11) (0011)

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Form 3014 1/01

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Lender's address is

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated January 26, 2006. The Note states that Borrower owes Lender Three Hundred Sixty-Five Thousand Seven Hundred Fifty Dollars and Zero Cents Dollars (U.S. \$365,750.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1st, 2036.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

Handwritten signature: *Devi TV*

Original

DE-172

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address) Atty. No. 3124801, Illinois John A. Philiponis, Senior Atty., The Northern Trust Company 50 S. LaSalle Street Chicago, IL 60603 Phone: (312) 444-3969 Fax: (312) 630-3596 ATTORNEY FOR (Name): The Northern Trust Company	TELEPHONE AND FAX NOS. FOR COURT USE ONLY <p style="text-align: center;">FILED Los Angeles Superior Court</p> <p style="text-align: center;">JUN 23 2008</p> John A. Clarke, Executive Officer/Clerk BY <u><i>E. Alvares</i></u> E. ALVARES
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central	DECEDENT CASE NUMBER: BP130248
ESTATE OF (Name): Donda West	
CREDITOR'S CLAIM	

You must file this claim with the court clerk at the court address above before the LATER of (a) four months after the date letters (authority to act for the estate) were first issued to the personal representative, or (b) sixty days after the date the Notice of Administration was given to the creditor, if notice was given as provided in Probate Code section 9051. You must also mail or deliver a copy of this claim to the personal representative and his or her attorney. A proof of service is on the reverse.
WARNING: Your claim will in most instances be invalid if you do not properly complete this form, file it on time with the court, and mail or deliver a copy to the personal representative and his or her attorney.

1. Total amount of the claim: \$ **606,983.43**
 2. Claimant (name):
 - a. an individual
 - b. an individual or entity doing business under the fictitious name of (specify):
 - c. a partnership. The person signing has authority to sign on behalf of the partnership.
 - d. a corporation. The person signing has authority to sign on behalf of the corporation.
 - e. other (specify):
 3. Address of claimant (specify): **The _____ pany**
 4. Claimant is the creditor a person acting on behalf of creditor (state reason):
 5. Claimant is the personal representative the attorney for the personal representative.
 6. I am authorized to make this claim which is just and due or may become due. All payments on or offsets to the claim have been credited. Facts supporting the claim are on reverse attached.
- I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

 John A. Philiponis, Req. (TYPE OR PRINT NAME AND TITLE) *John A. Philiponis* (SIGNATURE OF CLAIMANT)

INSTRUCTIONS TO CLAIMANT

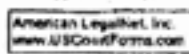
- A. On the reverse, itemize the claim and show the date the service was rendered or the debt incurred. Describe the item or service in detail, and indicate the amount claimed for each item. Do not include debts incurred after the date of death, except funeral claims.
- B. If the claim is not due or contingent, or the amount is not yet ascertainable, state the facts supporting the claim.
- C. If the claim is secured by a note or other written instrument, the original or a copy must be attached (state why original is unavailable.) If secured by mortgage, deed of trust, or other lien on property that is of record, it is sufficient to describe the security and refer to the date or volume and page, and county where recorded. (See Prob. Code, § 9152.)
- D. Mail or take this original claim to the court clerk's office for filing. If mailed, use certified mail, with return receipt requested.
- E. Mail or deliver a copy to the personal representative and his or her attorney. Complete the Proof of Mailing or Personal Delivery on the reverse.
- F. The personal representative or his or her attorney will notify you when your claim is allowed or rejected.
- G. Claims against the estate by the personal representative and the attorney for the personal representative must be filed within the claim period allowed in Probate Code section 9100. See the notice box above.

(Continued on reverse)

CREDITOR'S CLAIM
(Probate)

Form Approved by the Judicial Council of California
 DE-172 (Rev. January 1, 1998)
 Maricopa Form (11/2000)

Probate Code, §§ 9000 et seq., 9153



ESTATE OF (Name): Donda West	CASE NUMBER: EP110248
DECEDENT	

FACTS SUPPORTING THE CREDITOR'S CLAIM

See attachment (if space is insufficient)

Date of item	Item and supporting facts	Amount claimed
1/26/06	Mortgage dated January 26, 2006 on real estate at	\$251,552.66 in principal as of June 19, 2008) and \$4,761.89 in accrued unpaid interest: Interest accrues at \$44.09 per day for each day after June 19, 2008.
1/26/06	Mortgage dated January 26, 2006 on real estate at	\$355,430.77 in principal as of June 19, 2008) and \$1,121.38 in accrued unpaid interest. Interest accrues at \$62.30 per day for each day after June 19, 2008.
TOTAL:		\$ 606,983.43

PROOF OF MAILING PERSONAL DELIVERY TO PERSONAL REPRESENTATIVE
(Be sure to mail or take the original to the court clerk's office for filing)

1. I am the creditor or a person acting on behalf of the creditor. At the time of mailing or delivery I was at least 18 years of age.
2. My residence or business address is (specify):
3. I mailed or personally delivered a copy of this Creditor's Claim to the personal representative as follows (check either a or b below):
 - a. Mail. I am a resident of or employed in the county where the mailing occurred.
 - (1) I enclosed a copy in an envelope AND
 - (a) deposited the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - (b) placed the envelope for collection and mailing on the date and at the place shown in items below following our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
 - (2) The envelope was addressed and mailed first-class as follows:
 - (a) Name of personal representative served: **Kenneth L. Gross, Esq.**
 - (b) Address on envelope: **Kenneth L. Gross, Esq.
Gross & Gilbert**
 - (c) Date of mailing: _____ Mailed June 20, 2008
 - (d) Place of mailing (city and state): **Chicago, IL**
 - b. Personal delivery. I personally delivered a copy of the claim to the personal representative as follows:
 - (1) Name of personal representative served:
 - (2) Address where delivered:
 - (3) Date delivered:
 - (4) Time delivered:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

John A. Filipponis, Esq.
(TYPE OR PRINT NAME OF CLAIMANT)


(SIGNATURE OF CLAIMANT)