RECORDING REQUESTED BY AND WHEN RECORDED MAIL THIS DEED AND UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS 3045/0061 49 001 Page 1 of 2001-06-20 11:13:35 43.50 Cook County Recorder XXXXXXXXXXXXX FUCHS & ROSELLI ATTN CHARLES MAGNUM XXXXXXXXXXX Address 446 WEST RANDOLPH, SUITE 500 icago, Illinois 🚧 🗱 60606 2033276MTCLaSalle SPACE ABOVE THIS LINE FOR RECORDER'S USE SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE Diego Tobon \_\_\_\_\_ was/were the WHEREAS,\_ original Trustor(s), \_\_\_\_\_\_, the original Trustee, and Clerk, United States District Court, Central District of California, the Beneficiary, under \_\_\_\_, and recorded\_\_\_\_\_March 6, 1998\_\_\_, that certain Deed of Trust dated March 5th \_\_\_\_\_\_, Page(s)\_\_\_\_\_\_\_\_\_, Instrument No. 98183023 \_\_\_\_ State of California, and official records of the County of Cook SEE ATTACHED EXHIBIT "A" WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and stead of <u>Attorneys Title Guarantee Fund, Inc.</u> now therefore, the undersigned hereby substitutes himself as Trustee under said Deed of Trust and does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the Estate now held by him thereunder. THIS IS A DUPLICATE ORIGINAL OF CLERK, U.S. DISTRICT COURT DOCUMENT 0010244541, RECORDED 3/28/01 CENTRAL DISTRICT OF CALIFORNIA BEING RECORDED TO CORRECT THE DOCUMENT NUMBER OF THE MORTGAGE. Dated:\_\_\_\_\_3/16/01 Allen Abersman, Chief Deputy Clerk Civil Code 1189 Any certificate of acknowledgment taken with that state shall be in substantially the following form: State of California County of Los Angeles

before me,

On June 15, 2001

Vanessa Rivera

Name

Street

City State

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Property of Cook County Clerk's Office

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(P) "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

of COOK

40 in 18

[Name of Recording Jurisdiction]:

UNIT 3-B TOGET WE WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 1911 CAYTON CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 27196266, AS AMENDED BY DOCUMENT NUMBER 27207839, IN SMEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN 3004 COUNK COOK COUNTY, ILLINOIS .

14-32-410-060-1006 Parcel ID Number: 1911 NORTH DAYTON STREET #3B **CHICAGO** ("Próperty Address"):

which currently has the address of

[City], Illinois/dddd

TOGETHER WITH all the improvements now or hereafter erected or 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 seised 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.

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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 or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. It each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on marplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the firster against Lender shall relieve Borrower from making payments due under the Note and this Security lands against Lender shall relieve Borrower from making payments due under Instrument.

2. Application of Payment or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Louise shall be applied in the following order of priority: (a) interest due under the Note; (b) principal 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 and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is explied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges does. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note

Any application of payments, insurance proceeds, or Miscellaneous Proceed to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Esgrow Items. Borrower 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") to provide for 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, if any, or any sums payable by Borrower to Lender in Reu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

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