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Cook County Recorder 59.50

Mail to:
Noemi Cardona
2910 N Avers
Chicago IL 60618



Prepared by:
IRma Mejia
5606 W. Cermack
Cicero IL 60804

State of Illinois

MORTGAGE

FHA Case No.
137:1110636 703

HTJ
01-06/187

MIN 100023839184019299

soa

THIS MORTGAGE ("Security Instrument") is given on JUNE 6, 2001
The Mortgagor is
NOEMI CARDONA
A MARRIED WOMAN

("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.

Washington Mutual Home Loans, Inc. an Ohio Corporation
("Lender") is organized and existing under the laws of Ohio
has an address of 1333 MAIN STREET, SUITE 700
COLUMBIA, SC 29201

. Borrower owes Lender the principal sum of
ONE HUNDRED NINETY FOUR THOUSAND ONE HUNDRED AND NO/100
Dollars (U.S. \$ 194,100.00).

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 JULY 1 2031. 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

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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
COOK County, Illinois:

SEE LEGAL DESCRIPTION ATTACHED AND MADE APART OF

Parcel ID #: 13-26-120-03/11
which has the address of 2910 N. AVERS [Street]
CHICAGO [City], Illinois 60618 [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 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 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.

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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 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



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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:



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(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.

(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.



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13. Notices. 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.

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. 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.



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18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all 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 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 without charge to Borrower. Borrower shall pay any recordation costs.

20. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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]



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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.

Witnesses:

 _____ (Seal) NOEMI CARDONA -Borrower
 _____ (Seal) JOSE M. CARDONA -Borrower
 _____ (Seal) _____ (Seal)
 _____ (Seal) -Borrower _____ (Seal) -Borrower
 _____ (Seal) -Borrower _____ (Seal) -Borrower
 _____ (Seal) _____ (Seal)
 _____ (Seal) -Borrower _____ (Seal) -Borrower

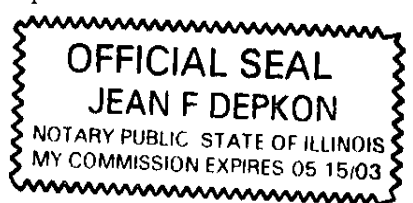
Jose M. Cardona (Seal)
 JOSE M. CARDONA -Borrower
SIGNING SOLELY TO WAIVE HOMESTEAD RIGHTS (Seal)
 _____ (Seal) -Borrower

STATE OF ILLINOIS, _____ County ss:
 I, *Undesigned*, a Notary Public in and for said county and state do hereby certify
 that *Noemi Cardona and Jose M. Cardona, her husband*

_____, 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 signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____

My Commission Expires:



Jean F Depkon
 Notary Public

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FHA/VA# 137:1110636
1-4 FAMILY RIDER 391-840192-9
(Assignment of Rents) 021- 3918401

THIS 1-4 FAMILY RIDER is made this 6TH day of JUNE and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Washington Mutual Home Loans, Inc. an Ohio Corporation (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2910 N. AVERS CHICAGO, IL 60618

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

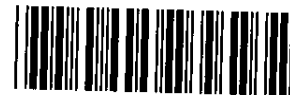
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Form 3170 1/01

VMP-57R (0008)

VMP MORTGAGE FORMS - (800)521-7291



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B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii)



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Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. 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 all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.




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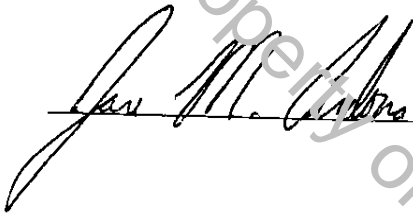
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.



NOEMI CARDONA

(Seal)
-Borrower

(Seal)
-Borrower



Jan M. Adams

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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SCHEDULE A CONTINUED - CASE NO. 01-06187

LEGAL DESCRIPTION:

LOT 17 IN HEAFIELD'S SUBDIVISION OF LOT 12 (EXCEPT THE EAST 5 ACRES THEREOF) AND THE WEST 1/2 OF LOT 13 OF DAVLIN, KELLY AND CARROLL'S SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

10558471

SCHEDULE A - PAGE 2

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LAWYERS TITLE INSURANCE CORPORATION
10 South LaSalle, Suite 2500
Chicago, IL 60603
(312) 558-1600

May 9, 2001

TO:
FIRST RATE MORTGAGE
5606 W. CERMAK
CICERO, IL 60804
ATTN: PATTY/LENA

CC:

RE: Case No. 01-06187
Borrower: NOEMI CARDONA Seller:
Property: 2910 N. AVERS
CHICAGO, IL 60618

Reference:

Attached please find Lawyers Title Insurance Corporation's Commitment for Title Insurance. The Customary charges are noted below. Please advise us should you require additional forms of coverage or title related services; charges will be subject to change accordingly. All fees are due at closing. If you have any questions regarding title issues, please feel free to contact us at 312/558-1600. Closing related questions should be directed to your closing office of choice. Please see attached listing of our conveniently located closing locations.

CUSTOMARY CHARGES

	Buyer/Borrower Charges	Seller Charges
Mortgage Liability	180,650.00	300.00
Owner's Liability		
Endorsement(s) COMP EPA LOC		
Escrow Fee	125.00	
Courier Fees	30.00	
Tract & Lien		
Attorney's Fees		
Record Deed		
Record Mortgage	51.50	
Record Release	23.50	
City/County Tax		
State Tax/Stamp		

TOTALS 530.00

NOTE: Documents submitted for recording are subject to a Doc. Processing fee of \$2.00 each.

THANK YOU FOR PLACING YOUR ORDER WITH LAWYERS TITLE INSURANCE CORPORATION

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LAWYERS TITLE INSURANCE CORPORATION

Please contact the office which is most convenient for your closing. All closing figures and arrangements for closing appointments should be directed to that office. Thank you for your cooperation.

- * Buyers' funds must be in cashier's or certified check made payable to Lawyers Title Insurance Corporation.
- * Buyer(s) must bring to the closing an original insurance policy at least in the amount of the mortgage and a paid receipt for one year's premium with a mortgagee's clause. Binders are not acceptable to lenders.
- * Current survey, no more than 6 months old, is required to provide survey coverage.

ILLINOIS LOCATIONS

Chicago Production/Escrow Office

10 South La Salle, Suite 2500
Chicago, IL 60603
(312) 558-1600
(312) 558-3008 Order/Title fax
(312) 558-9204 Escrow/Closing fax

Palos Heights Escrow Office

12130 South Harlem Ave, Suite 3
Palos Heights, IL 60463
(708) 923-1060
(708) 923-1065 fax

Naperville Escrow Office

1245 E. Diehl Rd., Suite 101
Naperville, IL 60563
(630) 505-1050
(630) 505-1067 fax

Schaumburg Escrow Office

1375 East Woodfield Rd. Suite 120
Schaumburg, IL 60173
(847) 240-2020
(847) 240-2260 fax

Oak Brook Escrow Office

1211 West 22nd St., Suite 615
Oak Brook, IL 60523
(630) 368-0222
(630) 368-0230 fax

Skokie Escrow Office

5750 Old Orchard, Suite 100
Skokie, IL 60077
(847) 966-8660
(847) 966-8697 fax

Chicago N.W. Escrow Office

5521 N. Cumberland Ave., Suite 1115
Chicago, IL 60656
(773) 792-8563
(773) 792-9503 fax

Vernon Hills Escrow Office

830 West End Court
Vernon Hills, IL 60061
(847) 367-3630
(847) 367-3651 fax

Joliet/Shorewood Escrow Office

611 W. Jefferson St., Suite 120
Shorewood, IL 60431
(815) 744-4473
(815) 744-8867 fax

Algonquin Escrow Office

1126 N. Main St.
Algonquin, Illinois 60102
(847) 458-2600
(847) 458-9874 fax

St. Charles Escrow Office

1121 E. Main Street, Suite 140
St. Charles, IL 60174
(630) 762-6290
(630) 762-9950 fax

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LAWYERS TITLE INSURANCE CORPORATION

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

1. EFFECTIVE DATE: April 24, 2001 CASE NO. 01-06187

2. POLICY OR POLICIES TO BE ISSUED:
(a) ALTA OWNERS POLICY - 136 (10-17-92) AMOUNT \$

PROPOSED INSURED:

(b) ALTA LOAN POLICY - 135 (10-17-92) AMOUNT \$ 180,650.00

PROPOSED INSURED:

FLEET NATIONAL BANK, ITS SUCCESSORS AND/OR ITS ASSIGNS

3. TITLE TO THE FEE SIMPLE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:

JOSE CARDONA AND NOEMI CARDONA, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY AND NOT AS JOINT TENANTS, NOR AS TENANTS IN COMMON

4. THE MORTGAGE AND/OR TRUST DEED TO BE INSURED IS DESCRIBED AS FOLLOWS:
to come

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:
SEE ATTACHED PAGE(S)

FOR INFORMATION CALL: (312) 558-1600

EXAMINING MATTERS: Please ask for an
Advisory Title Officer (residential)
or Commercial Underwriter

This commitment is invalid unless the Insuring Provisions and Schedules A & B are attached.

Property of Cook County Clerk's Office

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SCHEDULE A CONTINUED - CASE NO. 01-06187

LEGAL DESCRIPTION:

LOT 17 IN HEAFIELD'S SUBDIVISION OF LOT 12 (EXCEPT THE EAST 5 ACRES THEREOF) AND THE WEST 1/2 OF LOT 13 OF DAVLIN, KELLY AND CARROLL'S SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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SCHEDULE A - PAGE 2

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LAWYERS TITLE INSURANCE CORPORATION

COMMITMENT FOR TITLE INSURANCE SCHEDULE B GENERAL EXCEPTIONS

Schedule B of the policy or policies to be insured will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

B. Any ALTA Loan Policy issued pursuant hereto will contain under Schedule B the following Exceptions (1) and (2) in the absence of a fully executed ALTA Statement, or approved substitute, with the lenders disbursement portion completed.

(1) Any lien or right to a lien, imposed by law for services, labor or material, theretofore or hereafter furnished, except for any such lien the assertion of which by claimant is shown by the public records at Date of Policy.

(2) Any lack of priority of the lien of the insured mortgage over any lien or encumbrance because, and to the extent that, the proceeds of the loan secured thereby may not have been fully disbursed at Date of Policy.

C. General Exceptions 1 through 5 in D below may be deleted in ALTA Owner's Policies covering title to a complete single-dwelling (including a condominium unit), or an apartment building containing no more than four units, provided the following is furnished:

(1) A survey, if available, should be exhibited for examination and a copy left for our files. If a survey is not available, a statement by the proposed insured to this effect should be furnished. No survey need be furnished if the land to be insured is a condominium unit.

(2) An "ALTA Loan and Extended Coverage Owner's Policy Statement", or approved substitute, executed by all parties holding title to the land during the six months preceding the Date of the Policy.

(3) Satisfactory evidence of the payment in full of the cost of furnishing services. Labor and materials in connection with any improvements made on the land within six months of the Date of the Policy. This evidence should consist of sworn contractor's and subcontractor's affidavits together with all necessary waivers of lien.

Adverse rights disclosed by the above documentation, or by inspection of the land, will be shown as Special Exceptions in such policies.

Continued on Page 2

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COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (Continued)
GENERAL EXCEPTIONS

D. Any ALTA Owner's Policy issued pursuant hereto will contain the following General Exceptions unless the property qualifies for removal of said items and the Company is provided with the information required for the satisfactory disposition as required in C above.

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey and inspection of the land.
- (3) Easements, or claims of easements, not shown by the public records.
- (4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

SPECIAL EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

- 1. General taxes for the year(s) 2000, 2001 and subsequent years.
Permanent Tax / Assessor Parcel Number(s)

13-26-120-037

NOTE: The first and second installments of 1999 taxes have been paid.

NOTE: The first installment of 2000 taxes in the amount of \$1,502.84 has been paid.

NOTE: The second installment of 2000 taxes is not yet due and payable.

NOTE: Taxes for the year(s) 2001 are not yet due and payable.

- 2. Mortgage from JOSE CARDONA AND MOEMI CARDONA, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY AND NOT AS JOINT TENANTS, NOR AS TENANTS IN COMMON to 1, to secure an indebtedness of \$163,400.00, dated October 26, 2000 and recorded November 8, 2000 as Document Number 00878119.

- 3. Covenants, conditions, restrictions, reservations and easements of record.

- 4. The spouse(s), if any, of mortgagor(s), must join in execution of the proposed mortgage to be insured.

- 5. The Mortgage we have been asked to insure should be placed of record and our searches continued to cover the date of recording or filing.

(Continued)

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LAWYERS TITLE INSURANCE CORPORATION

SCHEDULE B EXCEPTIONS CONTINUED

6. The property tax/parcel/duplicate/key number and the property address must appear on all documents that are submitted for recording or filing.

7. NOTE: Your attention is directed to general exceptions 2 and 4 under Schedule B. To eliminate these exceptions we require: (a) a current spotted survey; and, (b) ALTA Statement, or approved substitute, executed by all parties concerned.

8. NOTE FOR INFORMATION: The coverage afforded by this Commitment and any Policy issued pursuant hereto shall not commence prior to the date on which all charges properly billed by the Company have been fully paid.

9. NOTE: Comprehensive Endorsement will be issued for mortgage policy after examination of a current, accurate survey.

10. NOTE: EPA Endorsement approved for mortgage policy.

END OF SCHEDULE B

Case Number 01-06187

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