

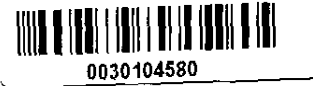
WHEN RECORDED MAIL TO:

UNOFFICIAL COPY 0030104580

Prepared by:

EUROMEX MORTGAGE CORPORATION
6745 W BELMONT AVE
CHICAGO, IL 60634

1032/0019 87 006 Page 1 of 14
2003-01-23 10:44:15
Cook County Recorder 50.50



Loan Number: 041051408
Servicing Number: 104031-8

CST 0 23368

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 14, 2003 . The mortgagor is
CONSUELO GARCIA and ALBERTO GARCIA, WIFE AND HUSBAND

("Borrower").

This Security Instrument is given to

EUROMEX MORTGAGE CORPORATION, AN ILLINOIS ILLINOIS CORPORATION

which is organized and existing under the laws of ILLINOIS , and whose
address is 6745 W BELMONT AVE, CHICAGO, IL 60634 ("Lender").

Borrower owes Lender the principal sum of

TWO HUNDRED TWENTY TWO THOUSAND SIX HUNDRED

AND NO/100THS Dollars (U.S. \$222,600.00).

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 February 01, 2033 . 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 Lender the following described property located in Cook County, Illinois:

LOT 25 IN BLOCK 2 IN SNOWHOOK'S SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND WEST 7.44 CHAINS OF THE NORTHEAST 1/4 LYING NORTH OF MILWAUKEE AVENUE, OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 13362060220000

which has the address of
Illinois 60647-3012
[Zip Code]

2728 W BELDEN AVE, CHICAGO
("Property Address");

[Street, City],

14

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

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. If person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

to interest due; fourth, to principal due; and last, to any late charges due under the Note. 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

Security Instrument. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this

monthly payments, at Lender's sole discretion. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this

pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall

The Funds are pledged as additional security for all sums secured by this Security Instrument. an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used

Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity in accordance with applicable law. of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so,

loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the or ground rents on the Property, if any; (c) yearly hazard for property insurance premiums; (d) yearly flood insurance premiums, and assessments with this Security Instrument as a lien on the Property; (b) yearly leasehold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments with this Security Instrument as a lien on the Property; (b) yearly leasehold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal COVENANTS. Borrower and Lender covenant and agree as follows: will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower shall promptly pay when due the principal grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, All of the foregoing is referred to in this Security Instrument as the "Property."

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.

Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph

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

right or remedy. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors 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 granted by Lender to any successor in interest. Lender shall not be required to operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured is authorized to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make

hereof with respect to insurance proceeds. Lender may apply, use or release the condemnation proceeds in the same manner as provided in paragraph 5 condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall

10. 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 lieu of condemnation, are hereby assigned and shall

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. Lender shall give

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. Lender shall give

any written agreement between Borrower and Lender or applicable law. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain

required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage

substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly

the mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will

substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of

Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage

requesting payment. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security

Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of

disbursement at the Note rate in effect from time to time and shall be payable, with interest, upon notice from Lender to Borrower

to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security

fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have

paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have

for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include

proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay

this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in

the foregoing provisions and as Lender shall request. Borrower agrees to execute such further assignments and any other instruments as from time to time may be necessary to effectuate

in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof.

release any monies so received by it or any part thereof, as Lender may elect. Lender may elect, at its option, appear in and prosecute

apply such proceeds to the sums secured by this Security Instrument or to any deficiency under this Security Instrument or may

thereof shall be paid directly to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may

and causes of action for fraud or concealment of a material fact, are, at Lender's option, assigned to Lender, and the proceeds

Lender, or in connection with or affecting the Property or any part thereof, including causes of action arising in tort or contract

any transaction financed in whole or in part by the proceeds of the Note or any other note secured by this Security Instrument, by

before or after the date of this Security Instrument, for damage or injury to the Property or any part thereof, or in connection with

or powers of Lender with respect to this Security Instrument or the Property. All causes of action of Borrower, whether accrued

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any to maintenance of the Property.

Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any information required by applicable law. The holder of the Note and this Security Instrument shall be deemed to be the Lender as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument. Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument without the conflicting provision. If this end the provisions of this Security Instrument and the Note are declared to be severable, applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located.

15. 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 and the Note are declared to be severable.

14. 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 other 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.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

17. 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.

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 Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower shall be solely responsible for, shall indemnify, defend and hold harmless Lender, its directors, officers, employees, attorneys, agents, and their respective successors and assigns, from and against any and all claims, demands, causes of action, loss, damage, cost (including actual attorneys' fees and court costs and costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, abatement, containment, remedial or other required plan), expenses and liability directly or indirectly arising out of or attributable to (a) the use, generation, storage, release, threatened release, discharge, disposal, abatement or presence of Hazardous Substances on, under or about the Property, (b) the transport to or from the Property of any Hazardous Substances, (c) the violation of any Hazardous Substances law, and (d) any Hazardous Substances claims.

As used in this paragraph 20, "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 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

ADDITIONAL COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. If any installment under the Note or notes secured hereby is not paid when due, or if Borrower should be in default under any provision of this Security Instrument, or if Borrower is in default under any other mortgage or other instrument secured by the Property, all sums secured by this Security Instrument and accrued interest thereon shall at once become due and payable at the option of Lender without prior notice, except as otherwise required by applicable law, and regardless of any prior forbearance. In such event, Lender, at its option, and subject to applicable law, may then or thereafter invoke the power of sale and/or any other remedies or take any other actions permitted by applicable law. Lender will collect all expenses incurred in pursuing the remedies described in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for releasing the Property for services rendered if the charging of the fee is permitted under applicable law.

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

24. Misrepresentation and Nondisclosure. Borrower has made certain written representations and disclosures in order to induce Lender to make file loan evidenced by the Note or notes which this Security Instrument secures, and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender, at its option and without prior notice or demand, shall have the right to declare the indebtedness secured by this Security Instrument, irrespective of the maturity date specified in the Note or notes secured by this Security Instrument, immediately due and payable.

25. Time is of the Essence. Time is of the essence in the performance of each provision of this Security Instrument.

26. Waiver of Statute of Limitations. The pleading of the statute of limitations as a defense to enforcement of this Security Instrument, or any and all obligations referred to herein or secured hereby, is hereby waived to the fullest extent permitted by applicable law.

27. Modification. This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

28. Reimbursement. To the extent permitted by applicable law, Borrower shall reimburse Trustee and Lender for any and all costs, fees and expenses which either may incur, expend or sustain in the execution of the trust created hereunder or in the performance of any act required or permitted hereunder or by law or in equity or otherwise arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument. To the extent permitted by applicable law, Borrower shall pay to Trustee and Lender their fees in connection with Trustee and Lender including, but not limited to assumption application fees; fees for payoff demands and, statements of loan balance; fees for making, transmitting and transporting copies of loan documents, verifications, full or partial lien releases and other documents requested by borrower or necessary for performance of Lender's rights or duties under this Security Instrument; fees arising from a returned or dishonored check; fees to determine whether the Property is occupied, protected, maintained or insured or related purposes; appraisal fees, inspection fees, legal fees, broker fees, insurance mid-term substitutions, repair expenses, foreclosure fees and costs arising from foreclosure of the Property and protection of the security for this Security Instrument; and all other fees and costs of a similar nature not otherwise prohibited by law.

29. Clerical Error. In the event Lender at any time discovers that the Note, any other note secured by this Security Instrument, the Security Instrument, or any other document or instrument executed in connection with the Security Instrument, Note or notes contains an error that was caused by a clerical mistake, calculation error, computer malfunction, printing error or similar error, Borrower agrees, upon notice from Lender, to reexecute any documents that are necessary to correct any such error(s). Borrower further agrees that Lender will not be liable to Borrower for any damages incurred by Borrower that are directly or indirectly caused by any such error.

30. Lost, Stolen, Destroyed or Mutilated Security Instrument and Other Documents. In the event of the loss, theft or destruction of the Note, any other note secured by this Security Instrument, the Security Instrument or any other documents or instruments executed in connection with the Security Instrument, Note or notes (collectively, the "Loan Documents"), upon Borrower's receipt of an indemnification executed in favor of Borrower by Lender, or, in the event of the mutilation of any of the Loan Documents, upon Lender's surrender to Borrower of the mutilated Loan Document, Borrower shall execute and deliver to Lender a Loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, destroyed, or mutilated Loan Documents, and may be treated for all purposes as the original copy of such Loan Document.

31. Assignment of Rents. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property. Borrower shall have the right to collect and retain the rents of the Property as they become due and payable provided Lender has not exercised its rights to require immediate payment in full of the sums secured by this Security Instrument and Borrower has not abandoned the Property.

32. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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)]

- Adjustable Rate Rider
- No Prepayment Penalty Option Rider
- Other(s) (specify)
- Condominium Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- Occupancy Rider

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

Witnesses:

_____ m

Alberto Garcia
ALBERTO GARCIA - ~~Surviving homestead~~
~~rights only~~

Consuelo Garcia (Seal)
CONSUELO GARCIA -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE OF ILLINOIS,

Cook

County ss:

I, DOROTHY C. BARRETO, a Notary Public in and for said county and state do hereby certify that

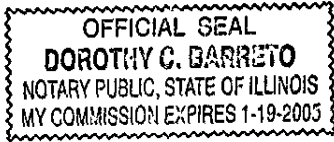
CONSUELO GARCIA and Alberto Garcia, Wife & husband

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

Given under my hand and official seal, this 14TH day of JANUARY 2003

My Commission Expires: 1-19-2005

[Handwritten Signature]
Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Loan Number: 041051408 Servicing Number: 001040318-6 Date: 01/14/03

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made January 14, 2003, 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

EUROMEX MORTGAGE CORPORATION, AN ILLINOIS ILLINOIS CORPORATION
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2728 W BELDEN AVE, CHICAGO, IL 60647-3012

(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 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, panelling and attached floor coverings now or hereafter attached to the Property, 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."

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 Covenant 5.

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

F. BORROWER'S OCCUPANCY. Unless lender and Borrower otherwise agree in writing, the first paragraph in Covenant 6 concerning Borrower's occupancy of the property is deleted. All remaining

MULTISTATE 1-4 FAMILY RIDER

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MULTISTATE 1-4 FAMILY RIDER

the remedies permitted by the Security Instrument.

J. 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

I. "ASSIGNMENT OF RENTS" MODIFIED. Any Covenant of the Security Instrument granting an Assignment of Rents to Lender is superseded by this Rider.

are paid in full.

This Assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take paragraph.

and has not and will not perform any act that would prevent Lender from exercising its rights under this Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Covenant 7.

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 paragraph.

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

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 its intention to receive Rents after a default by borrower under 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.

G. ASSIGNMENT OF LEASES. Upon Lender's request, 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 F, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

Covenants and agreements set forth in Covenant 6 shall remain in effect.

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Loan Number: 041051408 Servicing Number: 001040318-6 Date: 01/14/03

ADJUSTABLE RATE RIDER (LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made January 14, 2003, 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 Adjustable Rate Note (the "Note") to

EUROMEX MORTGAGE CORPORATION, AN ILLINOIS ILLINOIS CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2728 W BELDEN AVE, CHICAGO, IL 60647-3012

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

The Note provides for an initial interest rate of 8.150%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of February 01 2005, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND 15/100 percentage point(s) (6.150%) to the Current Index. The Note Holder will then round the result of this addition to the next higher one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will

MULTISTATE ADJUSTABLE RATE RIDER-LIBOR INDEX - Single Family

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Loan Number: 041051408 Servicing Number: 001040318-6 Date: 01/14/03

be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.150% or less than 8.150%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.0%) from the rate of interest I have been paying for the preceding six months. In no event will my interest rate be greater than 14.150% or less than 8.150%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.


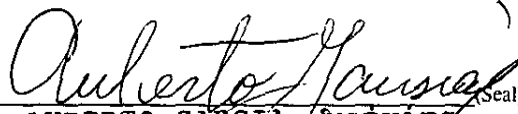
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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Loan Number: 041051408 Servicing Number: 001040318-6 Date: 01/14/03

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

 _____ CONSUELO GARCIA (Seal)	 _____ AUBERTO GARCIA waiving homestead rights only (Seal)
_____ (Seal)	_____ (Seal)
_____ (Seal)	_____ (Seal)

Property of Cook County Clerk's Office