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Recording Requested By:

CAPITOL COMMERCE MORTGAGE CO.
P O BOX 276477
SACRAMENTO, CA 95827-6477



Eugene "Gene" Moore Fee: \$48.00
Cook County Recorder of Deeds
Date: 08/29/2003 09:11 AM Pg: 1 of 13

After Recording Mail To:

CAPITOL COMMERCE MORTGAGE CO.
10395 Old Placerville Rd.
Sacramento, CA 95827

Loan No: 471009

MAIL TO:
RESIDENTIAL TITLE SERVICES
1910 S. HIGHLAND AVE.
SUITE 202
LOMBARD, IL 60148

[Space Above This Line For Recording Data]

MORTGAGE

MIN: 1000327-0000471009-6

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated

AUGUST 8, 2003

(B) "Borrower" is SCOTT SHIELDS and PATRICIA SHIELDS, HUSBAND & WIFE,
as tenants by the entirety.

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P. O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.

Initials

AS

13003 39314 C20-FF

ILLINOIS--Single Family--Fannie Mac/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW.MERS.IL.CVL.DT.1.WPF (0101DOCS\DEEDS\CVL\IL_MERS.CVL)

LOAN NO: 471009

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ILLINOIS - Single Family - Fannie Mae/Freddie Mac Uniform Instrument with MERS
DRAW MERS, IL.CVL.DT.2.WPF (0101DOCSD\DEEDS\CIVIL\MERS.CVL)

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13003 39314 20-FF

party has assumed Borrower's obligations under the Note and/or this Security Instrument.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that mortgage loan "even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

(T) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan. (U) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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

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

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

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

- Adjustable Rate Rider
- Condominium Rider
- Planned Unit Development Rider Other(s) [specify]
- Second Home Rider
- V. A. Rider
- 1-4 Family Rider
- Balloon Rider

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

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

(AC) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
Payments and to pay the debt in full not later than **SEPTEMBER 1, 2023** plus interest. Borrower has promised to pay this debt in regular Periodic Payments of **U.S. \$ 275,000.00** Dollars

(AD) "Note" means the promissory note signed by Borrower and dated **AUGUST 8, 2003** and the **TWO HUNDRED SEVENTY-FIVE THOUSAND and NO/100-----** Dollars that Borrower owes Lender.

(AE) "Lender" is **CAPITOL COMMERCE MORTGAGE CO., A CALIFORNIA CORPORATION** organized and existing under the laws of **CALIFORNIA**. Lender's address is **3600 AMERICAN RIVER DRIVE SUITE 150, SACRAMENTO, CA 95864**

(AF) "Note" means the promissory note signed by Borrower and dated **AUGUST 8, 2003** and the **TWO HUNDRED SEVENTY-FIVE THOUSAND and NO/100-----** Dollars that Borrower owes Lender.

(AG) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
Payments and to pay the debt in full not later than **SEPTEMBER 1, 2023** plus interest. Borrower has promised to pay this debt in regular Periodic Payments of **U.S. \$ 275,000.00** Dollars

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[Signature]
Initials

ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW.MERS.IL.CVL.DT.3.WPF (0101DDCS\DEEDS\CVL\MERS.CVL)

13003 39314 C20-RT

rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. Lender may accept any payment or partial payment insufficient to bring the Loan current. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may Payments are deemed received by Lender when received at the location designated in the Note or at such whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer. check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check and late charges due under the Note. Borrower shall also pay funds for Escrow Item, pursuant to Section 3. shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges 1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:
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 COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to 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.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter is referred to in this Security Instrument as 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 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 and canceling this Security Instrument.

which currently has the address of 511 SOUTH I OKA AVENUE MOUNT PROSPECT (City), Illinois, 60056 [Zip Code] ("Property Address"); [Street]

PK: 08-11-420-006-0000

LOT 17 IN BLOCK 6 IN PROJECT PARK COUNTRY CLUB SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 11 AND THE SOUTH 1/2 ACRES OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID Number: 08-11-420-006-0000
COOK
following described property located in the County of :
ninee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; (i) the repayment of the Loan, and all renewals, extensions and

TRANSFER OF RIGHTS IN THE PROPERTY

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ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW MERS, IL.CVL.DT.4.WPF (0101DOCSD\DEEDS\C\LV\L\MERS.CVL)

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entity (including Lender, The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or

expenditures of future Escrow Items or otherwise in accordance with Applicable Law. RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the and in such amounts, that are then required under this Section 3. by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated, under Section Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this evidencing such payment within such time period as Lender may require. Borrower's obligation to make such which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event Borrower's obligation to pay the Funds for any or all Escrow Items unless Lender waives amounts to be paid under this Section. Borrower shall promptly furnish to Lender all notices of dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance assessments and other items which can attach priority over this Security Instrument as a lien or encumbrance on the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and 3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note and then as described in the Note. may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If (f) Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note. Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note;

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments agreements secured by this Security Instrument. Borrower from making payments due under the Note and this Security Instrument or performing the covenants and foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic

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Initials

ILLINOIS-Single Family-Ranite Mac/Reddie Mac UNIFORM INSTRUMENT with MERS
DRAW MERS, IL.CVL.DT.7.WPF (0101DOCS\DEEDS\CIVIL\MERS.CVL)

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10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separate designated payments toward the premiums for Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender required) provided by an insurer selected by Lender again becomes available, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

the merger in writing. Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If

be payable, with such interest, upon notice from Lender to Borrower requesting payment.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall

this Section 9. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under

from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water

Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security

(a) paying any claims secured by a lien which has priority over this Security Instrument; (b) appearing in court; and of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to:

interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's

which may attain priority over this Security Instrument or forfeiture, for condemnation or forfeiture, for enforcement of a lien Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien

proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien

Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding of Lender's interest in the Property and Rights Under this Security Instrument. If (a)

representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent

gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to,

the time of or prior to such an interior inspection specifying such reasonable cause.

Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at

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ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW.MERS.IL.CVL.DT.8.WPF (0101DOCS\DEEDS\CVAIL_MERS.CVL)

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In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements.

These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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Form 3014 1/01

LOAN NO: 471009

ILLINOIS - Single Family - Fannie Mae Freddie Mac Uniform Instrument with MERS
DRAW MERS, IL, CVL, DT, 9, WPF (0101D0CS\DEEDS\CVL\MERS, CVL)

13003 39314 C20-RT

If the Loan 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 charges 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.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under the Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note ("co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of an amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

11. Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds. Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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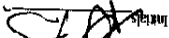
(page 10 of 13 pages)

Form 3014 1/01

LOAN NO: 471009

DRAW MERS,LL,CVL,DT,10,WPF (0101DOCS\DEEDS\CIVIL\MERS,CVL)
ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS

13003 39314 C20-EE



19. Borrower's Right to Reinstatement After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and

notice or demand on Borrower. expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide

shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option is not exercised by Lender if such exercise is prohibited by Applicable Law.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument. As used in this Security Instrument, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

16. Governing Law, Severability, Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

13. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

12. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

11. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

10. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

9. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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page 11 of 13 pages

ILLINOIS - Single Family - Fannie Mae/ Freddie Mac UNIFORM INSTRUMENT with MBRS
DRAW.MBRS.IL.CVL.DT.11.WPF (0101DOCSDEEDSVLMLMERS.CVL)

13003 39314 C20-FF

LOAN NO: 471009

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spillage, leaking, discharge, release or threat of release of any Hazardous Substance, or (c) anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 20 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

(d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

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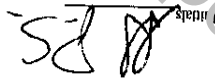
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Form 3014 1/01

LOAN NO: 477009

ILLINOIS--Single Family--Fannie Mae/Reddie Mac UNIFORM INSTRUMENT with MERS
DRAW MERS, IL.CVL.DT.12.WPF (0101DOCS\DEEDS\CVL\M_LMERS.CVL)

13003 39314 C20-EE



more than the cost of insurance Borrower may be able to obtain on its own.

insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be placed on the insurance, until the effective date of the cancellation or expiration of insurance. The cost of the placement of that insurance, including interest and any other charges Lender may impose in connection with the Borrower's and Lender's agreement. If Lender purchases insurance for collateral, Borrower will be responsible for Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Lender, but only after providing Lender with collateral. Borrower may later cancel any insurance purchased by the is made against Borrower in connection with collateral. Borrower may not pay any claim that Borrower makes or any claim that interests. The coverage that the Lender purchases may not pay any claim that Borrower makes or any claim that expense to protect Lender's interest in Borrower's collateral. This insurance may, but need not, protect Borrower's insurance coverage required by Borrower's agreement with Lender. Lender may purchase insurance at Borrower's Placements of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the rights under and by virtue of the Illinois homestead exemption laws.

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of a fee is permitted under Applicable Law.

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the date of acceleration; (b) the date of acceleration; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Property of [Watermark]

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(page 13 of 13 pages)
Form 3014 1/01

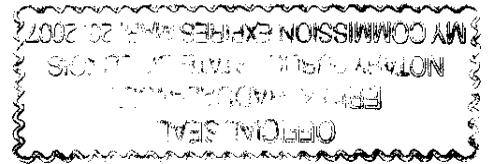
LOAN NO: 471009

ILLINOIS- Single Family- Fannie Mae/ Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW MERS, IL, CVL, DT, 13, WPF (0101DOCS\DEEDS\CVL\M_LMERS, CVL)

13003 39314 C20-FF

Initials
JS

Property of County Clerk's Office



Notary Public

My Commission Expires:

personally known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/hers/their free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this 8 day of August, 2003

STATE OF ILLINOIS
On August 8, 2003 before me, the undersigned personally appeared
Scott Shields and Patricia Shields, husband and wife
Dodge, County ss:

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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

Patricia Shields
PATRICIA SHIELDS

Scott Shields
SCOTT SHIELDS