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RECORDATION REQUESTED BY:

Marquette Bank
Orland Branch - 143rd
9612 W. 143rd Street
Orland Park, IL 60462



Doc#: 0326304168
Eugene "Gene" Moore Fee: \$54.00
Cook County Recorder of Deeds
Date: 09/22/2003 10:52 AM Pg: 1 of 16

WHEN RECORDED MAIL TO:

Marquette Bank
Orland Branch - 143rd
9612 W. 143rd Street
Orland Park, IL 60462

**SEND TAX NOTICES TO:**

Marquette Bank
Orland Branch - 143rd
9612 W. 143rd Street
Orland Park, IL 60462

[Space Above This Line For Recording Data]

314627

This Mortgage prepared by:

Lisa Ryan
Marquette Bank
9612 W. 143rd Street
Orland Park, IL 60462

STEWART TITLE OF ILLINOIS
2 NORTH LA SALLE STREET, SUITE 1900
CHICAGO, IL 60602

10

MORTGAGE

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 July 28, 2003, together with all Riders to this document.
- (B) **"Borrower"** is Ramon Ascencio and Blanca Estela Ascencio, husband and wife. Borrower is the mortgagor under this Security Instrument.
- (C) **"Lender"** is Marquette Bank. Lender is a Corporation organized and existing under the laws of Illinois. Lender's address is Orland Branch - 143rd, 9612 W. 143rd Street, Orland Park, IL 60462. Lender is the mortgagee under this Security Instrument.
- (D) **"Note"** means the promissory note signed by Borrower and dated July 28, 2003. The Note states that Borrower owes Lender Ninety-five Thousand & 00/100 Dollars (U.S. \$95,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2013.
- (E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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(G) "Riders" means all Riders to be executed by Borrower

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider

(H) "Applicable Law" means all laws, rules and administrative rules and judicial opinions.

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

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape to or from an account. Such term includes transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by or for the Borrower or the Property (other than insurance proceeds) resulting from the condemnation, expropriation, or destruction of, the Property or the conveyance in lieu of condemnation of the Property.

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

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

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 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 other law, rule, or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to 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.

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

this Security Instrument that are executed by Borrower. The following Riders check box as applicable]:

- Condominium Rider
- Second Home Rider
- Planned Unit Development Rider
- Other(s) [specify] _____
- Biweekly Payment Rider

controlling applicable federal, state and local statutes, regulations, ordinances and rules (that have the effect of law) as well as all applicable final, non-appealable orders.

"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.

"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 to or from an account. Such term includes transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

TRANSFER OF RIGHTS IN PROPERTY

This Security Instrument secures the performance of the Note; and the performance of the obligations under the Note. For the purpose of this Security Instrument, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Cook, Illinois:

Real Property tax identification number is 13-25-308-016.
see legal description

which currently has the address of 2626 North Troy Avenue, Chicago, Illinois 60647 ("Property Address"):

TOGETHER WITH all improvements now or hereafter erected on the property, and all easements,

PROPERTY

to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument. For the purpose of this Security Instrument, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Cook, Illinois:

Real Property tax identification number is 13-25-308-016.

of 2626 North Troy Avenue, Chicago, Illinois 60647 ("Property Address"):

improvements now or hereafter erected on the property, and all easements,

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LEGAL DESCRIPTION

Lot 10 in Block 3 in the Subdivision of Lot 1 in County Clerk's Division of the West half of the Southwest quarter of Section 25, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 13-25-308-016

Property of Cook County Clerk's Office

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the

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Note, until the Note is paid in full, the Lender may require the Borrower to pay assessments and other items with respect to the Property; (b) leasehold payments or ground rents on the Property; (c) premiums for any and all insurance required by Lender payable by Borrower to Lender in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require the Borrower to pay such dues, fees, and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts due for any Escrow Items unless Lender waives Borrower's obligation to do so, which waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower fails to pay the amount due for any Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, apply the Funds at the time specified under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of funds for the Escrow Items, or otherwise in accordance with Applicable Law.

The Funds shall be held in escrow, as defined under RESPA, by an institution whose deposits are insured by a federal agency, instrumentality, or trust (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or for verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits such charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of the sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in escrow.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly release 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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against

the sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items with respect to the Property, if any; (c) premiums for any and all insurance required by Lender payable by Borrower to Lender in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require the Borrower to pay such dues, fees, and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts due for any Escrow Items unless Lender waives Borrower's obligation to do so, which waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower fails to pay the amount due for any Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, apply the Funds at the time specified under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of funds for the Escrow Items, or otherwise in accordance with Applicable Law.

The Funds shall be held in escrow, as defined under RESPA, by an institution whose deposits are insured by a federal agency, instrumentality, or trust (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or for verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits such charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of the sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in escrow.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly release 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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against

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enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 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 be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, 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 insurance 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 disburse proceeds for the repairs and restoration in a single payment 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 insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance 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 insurance

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proceeds shall be applied in the

If Borrower abandons the related matters. If Borrower does not have offered to settle a claim, then the notice is given. In either case, Borrower hereby assigns to Lender (a) the amounts unpaid under the Note and (b) the right to any refund of unearned premiums insofar as such rights are applicable either to repair or restore the Property, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, demolish, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage to the taking of, the Property, or the release of proceeds for such repair or restoration. Lender may disburse proceeds for such repair or restoration in a single payment or in a series of payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to complete such repair or restoration,

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the Property or the improvements on the Property. Lender shall give Borrower notice of such inspection specifying such reasonable cause.

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the obligations and agreements contained in this Security Instrument, (b) there is a legal 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 which may attain priority over the Property), or (c) Borrower has abandoned the Property, the Lender may do and pay for whatever is reasonable or appropriate to protect and rights under this Security Instrument, including protecting and/or assessing and curing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sum due under the Note, (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including but is not limited to, entering and securing the Property in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering and securing the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. All actions authorized under this Section 9, Lender does not have to do so and is not under any duty or liability for not taking any or

der provided for in Section 2.

Lender may file, negotiate and settle any available insurance claim and not respond within 30 days to a notice from Lender that the insurance carrier Lender may negotiate and settle the claim. The 30-day period will begin when Lender acquires the Property under Section 22 or otherwise, Borrower's rights to any insurance proceeds in an amount not to exceed the amount of this Security Instrument, and (b) any other of Borrower's rights (other than the amounts paid by Borrower) under all insurance policies covering the Property, to the coverage of the Property. Lender may use the insurance proceeds for the Property or to pay amounts unpaid under the Note or this Security Instrument,

all occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which

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Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the Property or the improvements on the Property. Lender shall give Borrower notice of such inspection specifying such reasonable cause.

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Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the obligations and agreements contained in this Security Instrument, (b) there is a legal 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 which may attain priority over the Property), or (c) Borrower has abandoned the Property, the Lender may do and pay for whatever is reasonable or appropriate to protect and rights under this Security Instrument, including protecting and/or assessing and curing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sum due under the Note, (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including but is not limited to, entering and securing the Property in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering and securing the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. All actions authorized under this Section 9, Lender does not have to do so and is not under any duty or liability for not taking any or

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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 separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the 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 requires) provided by an insurer selected by Lender again becomes available, is obtained, 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.

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.

(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

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Property, if the restoration or repair and restoration period, L had an opportunity to inspect provided that such inspection is a single disbursement or in a sum made in writing or Applicable L be required to pay Borrower repair is not economically feasible applied to the sums secured by Borrower. Such Miscellaneous

In the event of a total taking be applied to the sums secured paid to Borrower.

In the event of a partial taking the Property immediately before the amount of the sums secured by in value, unless Borrower and shall be reduced by the amount amount of the sums secured by fair market value of the Property shall be paid to Borrower.

In the event of a partial taking the Property immediately before the sums secured immediately before otherwise agree in writing, the Instrument whether or not the

If the Property is abandoned (as defined in the next sentence) respond to Lender within 30 days Miscellaneous Proceeds either Instrument, whether or not the Proceeds or the party against

Borrower shall be in default judgment, could result in for Property or rights under this occurred, reinstate as provided that, in Lender's judgment, prior in the Property or rights under are attributable to the impairment Lender.

All Miscellaneous Proceeds order provided for in Section 2

12. Borrower Not Released modification of amortization of any Successor in Interest of Interest of Borrower. Lender of Borrower or to refuse to exercise Security Instrument by releasing Borrower. Any forbearance acceptance of payments from than the amount then due, shall

is economically feasible and Lender's security is not lessened. During such er shall have the right to hold such Miscellaneous Proceeds until Lender has n Property to ensure the work has been completed to Lender's satisfaction, be undertaken promptly. Lender may pay for the repairs and restoration in a of progress payments as the work is completed. Unless an agreement is requires interest to be paid on such Miscellaneous Proceeds, Lender shall not interest or earnings on such Miscellaneous Proceeds. If the restoration or or Lender's security would be lessened, the Miscellaneous Proceeds shall be s Security Instrument, whether or not then due, with the excess, if any, paid to ceeds shall be applied in the order provided for in Section 2.

destruction, or loss in value of the Property, the Miscellaneous Proceeds shall y this Security Instrument, whether or not then due, with the excess, if any,

, destruction, or loss in value of the Property in which the fair market value of he partial taking, destruction, or loss in value is equal to or greater than the s Security Instrument immediately before the partial taking, destruction, or loss der otherwise agree in writing, the sums secured by this Security Instrument f the Miscellaneous Proceeds multiplied by the following fraction: (a) the total d immediately before the partial taking, destruction, or loss in value divided by (b) the immediately before the partial taking, destruction, or loss in value. Any balance

, destruction, or loss in value of the Property in which the fair market value of he partial taking, destruction, or loss in value is less than the amount of the the partial taking, destruction, or loss in value, unless Borrower and Lender scellaneous Proceeds shall be applied to the sums secured by this Security s are then due.

by Borrower, or, after notice by Lender to Borrower that the Opposing Party) offers to make an award to settle a claim for damages, Borrower fails to after the date the notice is given, Lender is authorized to collect and apply the restoration or repair of the Property or to the sums secured by this Security e. "Opposing Party" means the third party that owes Borrower Miscellaneous m Borrower has a right of action in regard to Miscellaneous Proceeds.

any action or proceeding, whether civil or criminal, is begun that, in Lender's re of the Property or other material impairment of Lender's interest in the urity Instrument. Borrower can cure such a default and, if acceleration has Section 19, by causing the action or proceeding to be dismissed with a ruling des forfeiture of the Property or other material impairment of Lender's interest s Security Instrument. The proceeds of any award or claim for damages that of Lender's interest in the Property are hereby assigned and shall be paid to

that are not applied to restoration or repair of the Property shall be applied in the

; Forbearance By Lender Not a Waiver. Extension of the time for payment or e sums secured by this Security Instrument granted by Lender to Borrower or ower shall not operate to release the liability of Borrower or any Successors in ll not be required to commence proceedings against any Successor in Interest l time for payment or otherwise modify amortization of the sums secured by this any demand made by the original Borrower or any Successors in Interest of ender in exercising any right or remedy including, without limitation, Lender's rd persons, entities or Successors in Interest of Borrower or in amounts less ot be a waiver of or preclude the exercise of any right or remedy.

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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 (a "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.

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.

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 this 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.

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 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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.

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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and

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vice versa; and (c) the word "r

17. Borrower's Copy. B

the Property" means any legal interests transferred in a bond intent of which is the transfer o

If all or any part of the Pr natural person and a beneficial Lender may require immediate option shall not be exercised b

If Lender exercises this op period of not less than 30 da Borrower must pay all sums se expiration of this period, Lend notice or demand on Borrower.

19. Borrower's Right to

have the right to have enorcer five days before sale of the Pr Applicable Law might specify enforcing this Security Instrum would be due under this Seci default of any other covenat Instrument, including, but not other fees incurred for the pur Instrument; and (d) takes such Property and rights under this Security Instrument, shall cont require that Borrower pay su selected by Lender: (a) cash; check, provided any such che instrumentality or entity; or (Instrument and obligations se However, this right to reinstate

20. Sale of Note; Chan

Note (together with this Secur sale might result in a change under the Note and this Secu Note, this Security Instrumen Servicer unrelated to a sale of notice of the change which w payments should be made an servicing. If the Note is sold a the Note, the mortgage loan se to a successor Loan Servicer purchaser.

Neither Borrower nor Lenc litigant or the member of a cla that alleges that the other pa Instrument, until such Borrowe the requirements of Section 1 after the giving of such notice

gives sole discretion without any obligation to take any action.

ver shall be given one copy of the Note and of this Security Instrument.

or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in eneficial interest in the Property, including, but not limited to, those beneficial deed, contract for deed, installment sales contract or escrow agreement, the by Borrower at a future date to a purchaser.

y or any Interest in the Property is sold or transferred (or if Borrower is not a rest in Borrower is sold or transferred) without Lender's prior written consent, rment in full of all sums secured by this Security Instrument. However, this nder if such exercise is prohibited by Applicable Law.

Lender shall give Borrower notice of acceleration. The notice shall provide a om the date the notice is given in accordance with Section 15 within which d by this Security Instrument. If Borrower fails to pay these sums prior to the ay invoke any remedies permitted by this Security Instrument without further

Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall of this Security Instrument discontinued at any time prior to the earliest of: (a) ty pursuant to Section 22 of this Security Instrument; (b) such other period as the termination of Borrower's right to reinstate; or (c) entry of a judgment

Those conditions are that Borrower: (a) pays Lender all sums which then instrument and the Note as if no acceleration had occurred; (b) cures any or agreements; (c) pays all expenses incurred in enforcing this Security ed to, reasonable attorneys' fees, property inspection and valuation fees, and e of protecting Lender's interest in the Property and rights under this Security tion as Lender may reasonably require to assure that Lender's interest in the urity Instrument and Borrower's obligation to pay the sums secured by this unchanged unless as otherwise provided under Applicable Law. Lender may reinstatement sums and expenses in one or more of the following forms, as money order; (c) certified check, bank check, treasurer's check or cashier's s drawn upon an institution whose deposits are insured by a federal agency, Electronic Funds Transfer. Upon reinstatement by Borrower, this Security ed hereby shall remain fully effective as if no acceleration had occurred. ll not apply in the case of acceleration under Section 18.

Assignment of Loan Servicer; Notice of Grievance. The Note or a partial interest in the istrument) can be sold one or more times without prior notice to Borrower. A re entity (known as the "Loan Servicer") that collects Periodic Payments due Instrument and performs other mortgage loan servicing obligations under the id Applicable Law. There also might be one or more changes of the Loan Note. If there is a change of the Loan Servicer, Borrower will be given writte late the name and address of the new Loan Servicer, the address to which y other information RESPA requires in connection with a notice of transfer of hereafter the Loan is serviced by a Loan Servicer other than the purchaser of ing obligations to Borrower will remain with the Loan Servicer. be transferred are not assumed by the Note purchaser unless otherwise provided by the Note

may commence, join, or be joined to any judicial action (as either an individual hat arises from the other party's actions pursuant to this Security Instrument or as breached any provision of, or any duty owed by reason of, this Security Lender has notified the other party (with such notice given in compliance with such alleged breach and afforded the other party hereto a reasonable period take corrective action. If Applicable Law provides a time period which must

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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 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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.

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).

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 spilling, leaking, discharge, release or threat of release of any Hazardous Substance, 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.

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

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 default; (b) the action required to cure the default; (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, foreclosure by judicial proceeding 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 the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. 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 proceeding. 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.

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

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.

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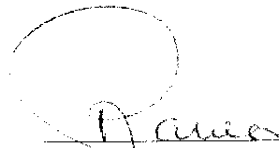
25. Placement of Collateral Insurance. Borrower's expense to protect Borrower's interests. If any claim that is made against insurance purchased by Lender as required by Borrower will be responsible for the costs of the insurance. The costs of the insurance may

Protection Insurance. Unless Borrower provides Lender with evidence of the Borrower's agreement with Lender, Lender may purchase insurance at Lender's interests in Borrower's collateral. This insurance may, but need not, average that Lender purchases may not pay any claim that Borrower makes or Borrower in connection with the collateral. Borrower may later cancel any but only after providing Lender with evidence that Borrower has obtained Lender's and Lender's agreement. If Lender purchases insurance for the collateral, the costs of that insurance, including interest and any other charges Lender may incur in connection with the insurance, until the effective date of the cancellation or expiration of the insurance, may be added to Borrower's total outstanding balance or obligation. Borrower may be able to obtain on its own.

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

er accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider attached by Borrower and recorded with it.

Witnesses:

 (Seal)
Ramon Ascencio - Borrower

 (Seal)
Blanca Estela Ascencio - Borrower

[Space Below This Line For Acknowledgment]

Property of Cook County Clerk's Office

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this day before me, the undersigned Notary Public, personally appeared **Ramon Ascencio and Blanca Estela Ascencio**, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of July, 20 03

By Linda Ramsden Residing at _____

Notary Public in and for the State of Illinois

My commission expires 6/07/06



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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 28th day of July, 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 Marquette Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2626 North Troy Avenue, Chicago, IL 60647

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

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

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

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

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

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

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

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

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by

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

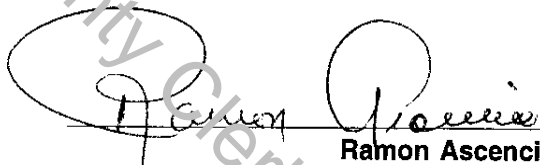
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

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

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

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

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

 (Seal)
Ramon Ascencio - Borrower

 (Seal)
Blanca Estela Ascencio - Borrower