UNOFFICIAL COPY

227371 Return To:

MERITAGE MORTGAGE CORPORATION

9710 TWO NOTCH ROAD COLUMBIA, SC 29223

Prepared By: MERITAGE MORTGAGE CORPORATION 7215 FINANCIAL WAY JACKSONVILLE, FL 32256



0413404300

Eugene "Gene" Moore Fee: \$46.00 Cook County Recorder of Deeds Date: 05/13/2004 03:28 PM Pg: 1 of 12

Loan Number: 100016366

MORTGAGE

MIN 100014410001636615

THISMORTGAGEs madernis MARIA ROMAN AN UNMARRIED WOMEN

26th day of

April, 2004

, between the Mortgagor,

·00+C Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely is cominee for Lender, as hereinafter defined, and Lender's (herein "Borrower"), and the Mortgagee, successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephonenumber of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERITAGE MORTGAGE CORPORATION, AN OREGON CORPORATION

("Lender") is organized and existing under the law REGON and has an address of 000 SOUTHWEST MEADOWS ROAD, SUITE 500 LAKE OSWEGO, OR 97035

WHEREASBorroweris indebted to Lenderin the principal sum of U.S. \$63,400.00 indebtedness is evidenced by Borrower's note dated thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not at 1 extensions and renewals

TO SECUREto Lenderthe repaymentof the indebtednessevidenced by the Note, with interesttherece; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrowerherein contained, Borrowerdoes hereby mortgage, grant and convey to MERS (solely as nomineefor Lenderand Lender's successors and assigns) and to the successors and assigns of MERS, the State of Illinois:

Legal Description attached hereto and made part hereof as Exhibit 'A' See last page for Riders.

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS

Form 3814 Amended 2/01

VMP MORTGAGE FORMS - (800)521-7291

DDS-5IL

0413404300 Page: 2 of 12

File No.: RTC27371

Property Address:

2031 N. SPAULDING, CHICAGO IL 60647

Legal Description:

THE NORTH 15.95 FEET OF LOT 18 AND LOT 19 (EXCEPT NORTH 32 FEET) IN BLOCK 19 IN C.N. SHIPMAN, W.A. BILL AND N.A. MERRILLS SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Permanent Index No.: Depth of County Clerk's Office

13-35-234-009

-TA Commitment hedule A - Section II

0413404300 Page: 3 of 12

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Parcel ID #13-35-234-009 which has the address &D31 NORTH SPAULDING AVENUE CHICAGO [City], Illinois

[Street]

[ZIP Code](herein "Property Address");

TOGETHER with all the improvements now or hereaftererected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, togetherwith said property (or the leaseholdestate of this Mortgage on a leasehold) are hereinaften eferred to as the "Property." Borrowerunderstandsand agrees that MERS holds only legal title to the interests granted by Borrowerin this Mortgage; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Mortgage.

60647

Borrowercovenantsthat Borroweris lawfully seised of the estatehereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered except for encumbrancesof record. Borrower covenants that Borrowerwarrantsand will defendgenerally the title to the Property against all claims and demands, subject to encumbrance of

UNIFORMCOVENANTSBorrowerand Lendercovenant and agree as follows:

1. Payment of Principal and Interest. Borrowershall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lenderon the day mon, als payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit developmentassessments, if any which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfthof yearly premiumins 21 ments for hazardinsurance, plus one-twelfthof yearly premiumins tallments for mortgage insurance, if any, all as reasonablyest in ated nitially and from time to time by Lenderon the basis of assessments and bills and reasonableestimatesthereof. Borrowers hall not be obligated to make such payments of Funds to Lenderto the extent that Borrower makes such payments to the header of a prior mortgage or deed of trust if such holder is an institutional lende

If Borrowerpays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteedby a federalor state agency (incl id) in Lenderif Lenderis such an institution). Lendershall apply the Funds to pay said taxes, assessments, insurance premiums; nd p. ound rents. Lendermay not charge for so holding and applying the Funds, analyzing said accountor verifying and companing said assessments and bills, unless Lenderpays Borrower intereston the Funds and applicablelaw permits Lenderto make such a charge. Borrower and Lendermay agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreementis made or applicablelaw requiressuch interest to be paid, Lendershall not be required to pay Borrower any interest or earnings on the Funds. Lendershall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shell be, at Borrower's option, either promptly repaidto Borroweror creditedto Borroweron monthlyinstallmentsof Funds. If the amount of the Funds held by Lendershall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as the fall due, Borrowershall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon paymentin full of all sums secured by this Mortgage, Lendershall promptly reland to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by I ender, Lendershall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds neid's y Lenderat the time of

3. Application of Payments. Unless applicablelaw provides otherwise, all payments received by Lenderunder the Note and paragraphs1 and 2 hereofshall be applied by Lenderfirst in payment of amounts payable to Lender by Borrower under

paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrowershall performall of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrowershall pay or cause to be paid all taxes, assessments and other charges, fines and impositionsattributable the Propertywhich may attain a priority over this Mortgage, and leaseholdpayments or ground

5. Hazard Insurance. Borrowershall keep the improvements now existing or hereaftererected on the Property insured againstloss by fire, hazardsincludedwithin the term "extendedcoverage," and such other hazardsas Lendermay require and in

The insurance carrier providing the insurance shall be chosen by Borrowersubject to approval by Lender; provided, that such approvalshall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lenderand shall include a standardmortgage clause in favor of and in a form acceptable to Lendershall have the right to hold the policies and renewalsthereof, subject to the terms of any mortgage, deed of trust or other security agreement with a

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In the event of loss, Borrowershall give promptnotice to the insurance carrier and Lender. Lendermay make proof of loss if not made promptly by Borrower.

If the Propertyis abandone by Borrower, or if Borrowerfails to respond to Lenderwithin 30 days from the datenotice is mailed by Lenderto Borrowerthat the insurance carrier offers to settle a claim for insurance benefits, Lenderis authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Propertyin good repair and shall not commit waste or permit impairmentor deterioration of the Property and or a planned unit development Borrowershall performall of Borrower's obligation sunder the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's optical, upon notice to Borrower, may make such appearances disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lenderrequired mortgage insurance as a condition of making the loan secured by this Mortgage, Borrowershall pay the premiums required to maintain such insurance in effect until applicable law.

Any amounts disbursed by Lender pursuant to this paragraph?, with interest thereon, at the Note rate, shall become additional indebtedness of Borrowersecured by this Mortgage. Unless Borrower and Lenderagree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 8. Inspection. Lendermay make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrowernotice prior to a vv such inspection specifying reasonable cause therefor related to Lender's in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation other taking of the Property, or part thereof, or for conveyance in lieu of condemnation are hereby assigned has priority over this Mortgage.
- 10. Borrower Not Released; Forbearance By Lender Not a Welver. Extension of the time for paymentor modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrowershall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify successors in interest. Any forbearance by Lender in exercising any right or remedy the required, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereundershall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrowershall be joint and several. Any and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage only to mortgage, grant the Note or under this Mortgage, and (c) agrees that Lender and any other Borrowerhere undermay agree to extend, modify, consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 12. Notice. Exceptfor any notice required under applicable law to be given in another manner, (a) any notice to Borrower at the Property Addressor at such other address as Borrower may designate by notice to Lenders provided herein, and (b) any designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentenceshall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to



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this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

- 14. Borrower's Copy. Borrowershall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrowershall fulfill all of Borrower's obligations under any home rehabilitation, improvement repair, or other loan agreement which Borrowerenters into with Lender. Lender, at Lender's option, may require Borrowerto executeand deliver to Lender, in a form acceptableto Lender, an assignment of any rights, claims or defenses which Borrowermay have against parties who supply labor, materials or services in connection with improvements made to the
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interestin it is sold or transferred (or if a beneficialinterestin Borroweris sold or transferred and Borroweris not a natural person) without Lender's prior written consent, Lendermay, at its option, require immediatepayment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lenderif exercise is prohibited by federallaw as of the date of this

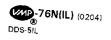
If Lenderer envises this option, Lendershall give Borrowernotice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is deliveredor mailed within which Borrowermust pay all sums secured by this Mortgage. If Borrow erfails to pay these sums prior to the expiration of this period, Lendermay invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORMCOVENANTS Borrower and Lender further covenant and agree as follows:

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give accide to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach, (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured: and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the suns secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borry er of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a defeult or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinuedat any time prior to entry of a judgmentenforcing this Mortgage ii: (a) Borrowerpays Lenderall sums which would be then due under this Mortgage and the Note had no accelerationoccurred; (b) Porrowercures all breaches of any other covenantsor agreementsof Borrowercontainedin this Mortgage; (c) Borrowerpays all reas nableexpenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in emorcing Lender's remedies as providedin paragraph17 hereof, including, but not limited to, reasonable attorneys' fees; and (c) B resource action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgageshall continue unimpaired. Upon such paymentanc cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lenderthe rents of the Property, provided that Borrowershall, prior to acceleration under paragraph 17 hereofor abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereofor abandonment of the Property, Lendershall be entitled to have a receiver appointed by a court to enterupon, take possession of and managethe Property and to collect the rents of the Property including those past due. All rents collected by the receivershall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually

- 20. Release. Upon payment of all sums secured by this Mortgage, Lendershall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
 - 21. Waiver of Homestead. Borrowerherebywaives all right of homestead exemption in the Property.



Initials: $\mathcal{H}_{i}R_{v}$

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UNOFFICIAL C

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR-MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgageto give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESSWHEREOFBorrowerhas executed this Mortgage.

Rider(s):

Balloon Rider attached hereto and made a part hereof.

1-4 Family Rider attached hereto and made a part hereof.

Q _a	
Maria Raman	
MARIA ROMAN (Seal) -Borrower	(Seal)
	-Borrower
(Seal)	
-Borrover	(Seal)
	-Borrower
	4h.
α	(Sign Original Only)
STATE OF ILLINOIS,	
a Notary Public underserve	County ss:
a Notary Public in and for said county and state do hereby	certify that
	'S _
Marea Loman	0,5
7770	
subscribed to the formation to po	ersonally known to me to be at
subscribed to the foregoing instrument, appeared before me signed and delivered the said instruments as his/her/their free an	this day in person, and acknowledged that have rather
signed and delivered the said instrument, appeared before me Givenundermy handland official seal, this	d voluntary act, for the uses and purposes thereinset forth.
	Tool Tool
My Commission Expires:	Delle mill
· · · · · · · · · · · · · · · · · · ·	Notary Public
"OFFICIAL SEAL"	
SNOTARY PURILLE WIL DURHAM	
NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 07/19/2007	
19/2007	

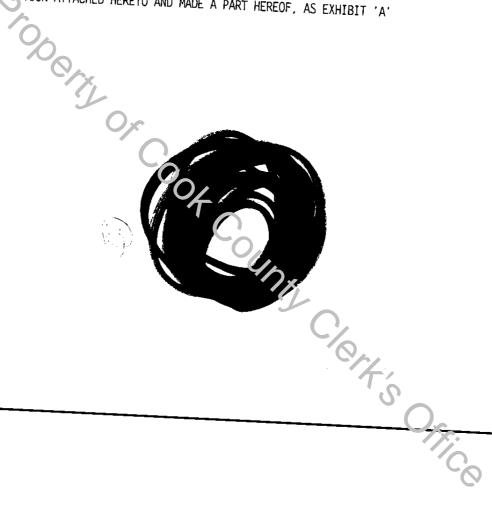
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EXHIBIT A

Legal Description

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF, AS EXHIBIT 'A'



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02/03

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UNOFFICIAL CO

1-4 FAMILY RIDER (Assignment of Rents)

Loan Number: 1000163661

THIS1-4 FAMILYRIDERis madethis

26th

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 MERITAGE TOPICAGE CORPORATION,

AN OREGON CURPURATION

"Lender")of the came date and covering the Property described in the Security Instrumentand located at: (the 2031 NORTH SPAULDING 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 the Security Instrument, the following items now or hereafterattached to the Property to the extentihey are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building in iterials, appliances and goods of every nature whatsoevernow or hereafterlocated in, on, or used, or vaended 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 preventionanc extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storn, windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling, nd attached floor coverings, all of which, including replacement 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 roperty described in the Security Instrument (or the leaseholdestateif the Security Instruments on a leaseholdestateif the Security Instruments on a leaseholdestateif in this 1-4 Family Rider and the Security Instrument as the "Property."

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

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Ø4D-57R (0008)

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- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrowershall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lenderhas 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, Borrowershall 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. Borrowershall maintaininsurance against rent loss in addition to the other hazards for which insurance is required by Section 5.
 - E. "BORROWER'S RICFLY 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 Lenderall leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lendershall have the right to modify, extendor terminate the existing leases and to executenew 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 RECLIVIR; 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 Lenderor Lender's agents to collect the Rents, and agrees that each tenant of the Property shall has given Borrowernotice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender given notice to the tenant (s) that the Rents are to be paid to Lenderor Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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

57R (0008)

Initials: <u>H</u>, <u>R</u>, Form 3170 1/01

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Borroweragrees that each tenant of the Propertyshall pay all Rents due and unpaid to Lenderor Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lenderor 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 maintenanc 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 gents or any judicially appointed receivershall be liable to account for only those Rents actually received; and (vi) Lendershall 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 Rentsof 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.

Borrowerrepresents and warrant; that Borrowerhas not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lenderfrom 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 c. 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 terroin a tender 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 agreementing which Lenderhas an interestshall be a breach under the Security Instrument and Lendermay invoke any of the remedies permitted by the Security Instrument.

57R (0008)

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

Monia Ra		
MARIA ROMAN	-Borrower	(Seal) -Borrower
	-Borrower	(Seal) -Borrower
	-Borrower	-Borrower
	(Seal) -Borrower	-Borrower
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BALLOON PAYMENT RIDER

THIS RIDER is attached to and made a part of that certain Deed of Trust from MARIA ROMAN

to MERITAGE MORTGAGE CORPORATION, AN OREGON CORPORATION dated APRIL 26, 2004

, in the principal amount of \$ 63,400.00 $\,$

C/O/A/S O/A/CO

Your monthly payments on the above loan are based on an amortization period of 360 months. However, your lear will be payable in full at the end of 180 months. As a result, you will have a balloon payment due on MAY 01, 2019

A balloon payment exists when your monthly installments of principal and interest do not fully reduce your debt obligation by '.o', end of your loan period. The balance of the loan which remains unpaid when your loan matures is d'.e n one lump sum. This lump sum is known as a balloon payment.

MARIA ROMAN

DATE

DDS-TR8