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Preferred Title Ins. Agency  
330 E. Roosevelt Rd., #160  
Lombard, IL 60118

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
DOCURL1.WTX 06/15/2004

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Form 3014 1/01

Dollars (U.S. \$ 85,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 1, 2034 (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property;" (G) "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.

The Note states that Borrower owes Lender EIGHTY-FIVE THOUSAND AND 00/100 Dollars (U.S. \$ 85,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 1, 2034 (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property;" (G) "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.

(E) "Note" means the promissory note signed by Borrower and dated AUGUST 13, 2004 STE. 400 EAST SOUTHWFIELD, MI 48034 Lender is a CORPORATION MICHIGAN organized and existing under the laws of Lender's address is 400 GALLERIA OFFICENTER

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

(B) "Borrower" is ADVYLI ADVYLI AND AYNUR ADVYLI, HUSBAND AND WIFE together with all Riders to this document. (A) "Security Instrument" means this document, which is dated AUGUST 13, 2004

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. DEFINITIONS

ADVYLI  
LOAN #: 0000033262  
MIN: 100228400000332623

MORTGAGE

[Space Above This Line For Recording Data]

400 GALLERIA OFFICENTER  
STE. 400 EAST  
SOUTHWFIELD, MI 48034

BERGIN FINANCIAL, INC.

PREPARED BY:  
CATHY SHERMAN

ATTN: BEVERLY WILLIAMS  
SOUTHWFIELD, MI 48034

400 GALLERIA OFFICENTER,  
STE. 400 EAST

BERGIN FINANCIAL  
WHEN RECORDED MAIL TO:

Doc#: 0423949085  
Eugene "Gene" Moore Fee: \$58.00  
Cook County Recorder of Deeds  
Date: 08/26/2004 11:46 AM Pg: 1 of 18



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Form 3014 1/01

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

P/N 43-19-118-017

LOT 5 (EXCEPT THE NORTH 90 FEET THEREOF) IN BLOCK 9 IN W.F. KAISER AND COMPANY'S ADDISON HEIGHTS SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(Type of Recording Jurisdiction) (Name of Recording Jurisdiction)

This Security Instrument secures 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 and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the COUNTY of COOK :

### TRANSFER OF RIGHTS IN THE PROPERTY

party has assumed Borrower's obligations under the Note and/or this Security Instrument.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

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

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentation of, or omissions as to, the value and/or condition of the Property.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, magnetic tape or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or similar paper instrument, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

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

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

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

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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

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

## 2. Application of Payments or Proceeds.

Except as otherwise described in this Section 2, all payments this Security Instrument. payments due under the Note and this Security Instrument or performing the covenants and agreements secured by claim which Borrower might have now or in the future against Lender shall relieve Borrower from making will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current.

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

## 1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

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

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

Borrower grants 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, releasing and canceling this Security Instrument.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to,

which currently has the address of 3700 NORTH NEVA AVE.,  
CHICAGO [City], Illinois 60634 [Street], ("Property Address"), [Zip Code]

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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 Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property; if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums 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 that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such 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 is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then 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, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (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 verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a 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 to Borrower without charge, an 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 notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in escrow, as defined under RESPA, Lender shall notify Borrower as required by 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 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 all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

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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

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

Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might amount of coverage. Therefore, such coverage shall cover Lender, but might not protect Borrower, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, connection with the review of any flood zone determination resulting from an objection by Borrower.

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

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4. Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Borrower shall promptly discharge any lien which has priority over this Security Instrument unless are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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

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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 proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, 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 Borrower's principal residence for 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 are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, 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 degrading 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. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. 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. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of 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 interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior 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 covenants 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 this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (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 its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering 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. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or

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assigned to and shall be paid to Lender.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender. Insurance premiums that were unearned at the time of such cancellation or termination. To have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance, the Borrower shall request and obtain cancellation of the Mortgage Insurance, and include the right to receive certain disclosures, to request and obtain cancellation of 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, and they will not affect the rights of the Borrower under the Mortgage Insurance. (b) Any such agreements will not affect the rights of the Borrower under the Mortgage Insurance, and they will not entitle the Borrower to any refund.

(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 the Borrower to any refund.

often termed "captive reinsurance." Further, takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any insurer may have available (which may include funds obtained from Mortgage Insurance premiums). These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. 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 incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance. 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.

**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, 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 in any applicable law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

**9. Disbursement of Proceeds.** 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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

Proceeds of the party against whom Borrower has a right of action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Instrument whether or not the sums are then due.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument in the following order:

- (a) the total amount of value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.
- (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, or loss in value is equal to or greater than the amount of the Property immediately before the partial taking, destruction, or loss in value.
- (c) the fair market value of the Property immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value.



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ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
DOCUMENT 06/11/2004

(Page 9 of 13 pages)

Form 3014 1/01

**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 the corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

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## UNOFFICIAL COPY

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

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

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, shall continue unchanged unless, as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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**25. Placement of Collateral Protection Insurance.** Unless Borrower provides Lender with evidence of the insurance required by the Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be

rights under and by virtue of the Illinois homestead exemption laws.

**24. Waiver of Homestead.** In accordance with Illinois law, the Borrower hereby releases and waives all

is permitted under Applicable Law.

**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

this Section 22, including, but not limited to, reasonable attorneys' fees and costs of the evidence.

proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in by this Security Instrument without further demand and may foreclose this Security Instrument by judicial action specified in the notice, Lender at its option may require immediate payment in full of all sums secured or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the reinstatement after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to 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 under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following **22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is affects the value of the Property. Borrower learns, or is notified by any governmental or regulatory authority, or Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely including but not limited to, any spillage, leakage, discharge, release or threat of release of any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or not limited to, hazardous substances in consumer products).

generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous to, or otherwise trigger an Environmental Cleanup.

defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances:

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances

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Form 3014 1/01

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
DOCURL12 06/11/2004  
(Page 12 of 13 pages)

Property of Cook County Clerk's Office

August 15, 2004 - DATE -  
Borrower - August 15, 2004 - DATE -

Instrument and in any Rider executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on his own.

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# UNOFFICIAL COPY

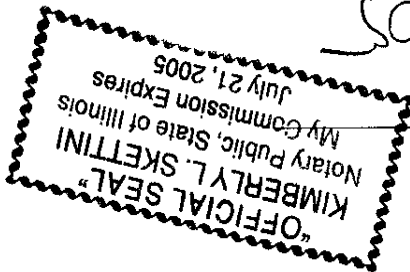
Form 3014 1/01

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
DOCURL13 06/14/2004  
(Page 13 of 13 pages)

Property of Cook County Clerk's Office



My Commission Expires: 7.21.05



Notary Public  
*[Handwritten Signature]*

The foregoing instrument was acknowledged before me this AUGUST 13, 2004  
By AVDYL AVDYL AND AYNUR AVDYL, HUSBAND AND WIFE

COUNTY OF COOK

STATE OF ILLINOIS

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# UNOFFICIAL COPY

DOCUMI.VTX 04/16/2004

Page 1 of 3

Form 5120 03/04

MULTISTATE ADJUSTABLE RATE RIDER 6-Month LIBOR Index (Assumable during Life of Loan)

(First Business Day Lookback) Single Family--Freddie Mac UNIFORM INSTRUMENT

The interest rate I will pay may change on the first day of SEPTEMBER, 2006, and may change on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

### (A) Change Dates

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.875%. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

Borrower and Lender further covenant and agree as follows:

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

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

[Property Address]

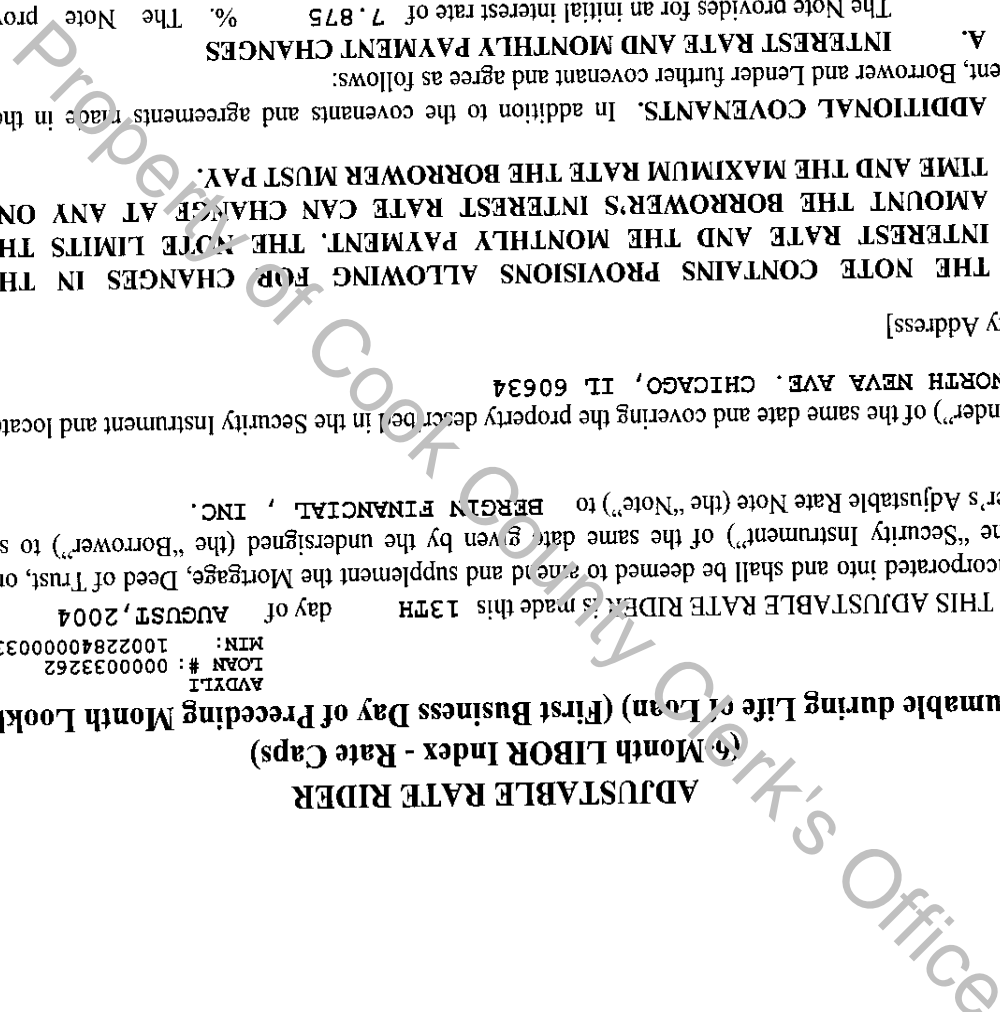
(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 3700 NORTH NEVA AVE, CHICAGO, IL 60634

Borrower's Adjustable Rate Note (the "Note") to BERGIN FINANCIAL, INC. 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 the

THIS ADJUSTABLE RATE RIDER is made this 13TH day of AUGUST, 2004

ADVYLI  
LOAN #: 0000033262  
MIN: 100228400000332623

**ADJUSTABLE RATE RIDER (6 Month LIBOR Index - Rate Caps) (Assumable during Life of Loan) (First Business Day of Preceding Month Lookback)**



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**(B) The Index**  
0000033262

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

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

**(C) Calculation of Changes**  
Before each Change Date, the Note Holder will calculate my new interest rate by adding SEVEN AND ONE-FOURTH ( 7.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

**(D) Limits on Interest Rate Changes**  
The interest rate I am required to pay at the first Change Date will not be greater than 10.875 % or less than 7.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE ( 1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.875 %.

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

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

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**  
Section 18 of the Security Instrument is amended to read as follows:

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

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

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DOCUMENT 04/16/2004

Page 3 of 3

MULTISTATE ADJUSTABLE RATE RIDER 6-Month LIBOR Index (Assuable during Life of Loan)  
(First Business Day Lookback) Single Family--Freddie Mac UNIFORM INSTRUMENT

Form 5120 03/04

Property of Cook County Clerk's Office

\_\_\_\_\_  
BORROWER - ADVYLI - DATE  
*Agnes Lopez* 8-13-04

\_\_\_\_\_  
Rate Rider ADVYLI - DATE  
*Agnes Lopez* 8-13-04

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

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.  
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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DocuTech Form 6008 (Multistate Outstanding Balance)  
DOCUMENT  
06/27/2003

(Rev. 6/03)

Page 1 of 2

DocuTech Form 6008 (Multistate Outstanding Balance)

If I make a full Prepayment within TWENTY-FOUR ( 24 ) months of the date of this Note, I agree to pay the Note Holder a Prepayment fee. The Prepayment fee I will pay shall be an

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

## BORROWER'S RIGHT TO PREPAY

The section of the Note entitled BORROWER'S RIGHT TO PREPAY is amended to read in its entirety as follows:

This Prepayment Fee Rider ("Rider") is made this 13TH day of AUGUST, 2004, and amends and supplements the mortgage, deed of trust, security deed, or security instrument (the "Security Instrument") dated the same date as this Rider and the Note. To the extent that the provisions of this Rider are inconsistent with the provisions of the Note and/or the Security Instrument, the provisions of this Rider shall prevail over and will supercede any such inconsistent provisions of the Note and/or the Security Instrument.

AVDYL I  
LOAN #: 0000033262  
MIN: 100228400000332623

## PREPAYMENT FEE RIDER TO SECURITY INSTRUMENT

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

DocuTech Form 6008 (Multistate Outstanding Balance)  
DOCUV012  
DOCUV012.VTX 01/05/2004

Page 2 of 2

(Rev. 6/03)

Property of Cook County Clerk's Office

ATTEST: \_\_\_\_\_ - DATE -

*[Signature]* 8-15-04

- BORROWER - ADVYL ADVYLI - DATE -

*[Signature]* 8-15-04  
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

charge violates state or federal law.

amount equal to ONE percent (1.000 %) of the outstanding principal balance of this Note. I will not be obligated to pay a Prepayment fee if such a

0000033262