

Prepared by: Michael L. Riddle Middleberg, Riddle & Gianna 717 N. Harwood, Suite 2400 Dallas, TX 75201

Return to: **AEGIS FUNDING CORPORATION** ATTENTION: Final Docs P.O. BOX 421129 HOUSTON, TX 77242

Doc#: 0427449151

Eugene "Gene" Moore Fee: \$36.00 Cook County Recorder of Deeds Date: 09/30/2004 03:31 PM Pg: 1 of 7

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Data ID: 959

2000/28150

Borrower:

Permanent Index Number:

HUMBERTO GUZMAN

MORTGAGE

MIN: 100014720007281509

THIS MORTGAGE is made this 3rd day of September, 2004, between the Mortgagor, HUMBERTO GUZMAN AND MARIA GUZMAN, AS JOINT TENANTS, HISAND SLIPE

(herein "Borrower"), and AEGIS FUNDING CORPORATION, a Corporation, organized and existing under the laws of the State of DELAWARE, whose address is 3250 BRIARPARK DRIVE, SUIT 3 400, HOUSTON, TX 77042-4204

(herein "Lender"). WHEREAS, this Security Instrument is given to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"). MERS is a separate corporation that is acting solely as nominee for Lender (as hereinabove defined) and Lender's successors and assigns. MERS is the mortgager under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY-ONE THOUSAND TWO HUNDRED and NO/100----Dollars (U.S. \$ 51,200.00), which indebtedness is evidenced by Borrower's note dated 3rd day of September, 2004 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid due and payable on October 1, 2024.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; 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 Borrower herein contained, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and alsigns) and to the successors and assigns of MERS the following described property located in the County of COOK, State c. Illi lois:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HERECA

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



20007281500130

(Page 1 of 5 Pages)

Form 3814

0427449151 Page: 2 of 7

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beld by Lender at the time of application as a credit against the sums seemed by the Morrgage Lender shall apply, no later than immediately prior to the sale of the Property of att sequisition by Lender, any Funds Upon payment in full of all soms secured by this Mortgage. Lender shar promptly release to Borrower ong Funds held by Lender. It under paragraph 17 hereof the Property is sold of the Property is otherwise acquired by Lender. эларэг Агш

one, Borrower shall pay to Londer any amount necessary to make up the deficiency it, one or more payments as Lender Funds hold by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground tents as they lait cither promptly repaid to Borrower or credited to Borrower on monthly installments of Punds. If the amount of the said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Horrower's option, If the amount of the Punds held by Lender, logether with the future monthly ustablineins at axes, assessments, insurance premiums and ground cours, shall exored the ranoum required to pay

Funds are pledged as additional security for the sums secured by this Mortgaga if Botrower pays Funds to Lender, the Funds shall be held in an institution the deposits or seconditive which are institutional lender. If Botrower pays Funds to Lender, the Funds shall be held in an institution, Lender shall be found or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground tents. Lender may not charge for so polding and applying the Funds, analyzing said account or verifying and compiling each assessments and bills, unless Lender pays Borrower interest on the Funds, analyzing said account or verifying and compiling each assessments and bills, unless Lender any interest on the Funds, and applicable law permits Lender in make such a charge. Borrower and Lender any interest or applicable law requires such interest or the Funds of execution of the Funds, Lender shall give to be paid, Lender (an) the paid to Borrower, and Borrower any interest or carnings on the Funds. Lender shall give to be paid, Lender (an) an amount accounting of the Funds and debits to the Funds, and the purpose for which each debit to the funds and the purpose for which each debit to the funds and the purpose for which each debit to the funds and the purpose for which each debit to the funds and the purpose for which each debit to the funds and the purpose for which each debit to the funds to the funds and the purpose for which each debit to the funds and the purpose for which each debit to the funds and the purpose for which each debit to the funds. The funds are all the funds are mediantly for the funds and the purpose for which each debit to the funds to the funds and the purpose for which each debit to the funds are maked to the funds and the funds are defined to the funds are maked to be a funds.

a such holder is an institutional lender. basis of secesaments and bills and reasonable estimates thereof. Bottower shall not be obligated to make such payments of Funds to Lender to the extent makes such payments. marathments for mortgage insurance, if any, all as reasonably estimach and from time to time by Lender on the Property, if any, plus one-twellth of yearly premium installments for hazard insurance, plus one-twellth of yearly premium planned unit development assessments, if any) which may at ain priority over this Mortgage and ground tents on the L. Payment of Principal and Interces. Borrower shall promptly pay when the the principal and intercest adobtedness evidenced by the Note and lasurance. Subject to applicable law or a written marker by Lender, borrower shall be to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note; brite is pair in full, a sum (herein "Funds") equal to one-twellth of the years and assessments (including condominum and absorbance). The full, a sum (herein "Funds") equal to one-twellth of the years and assessments (including condominum and absorbance) and the fundamental principal and the principal and the fundamental and the payment and applicable and input a principal and the payment and applicable and applicable on the condominum and applicable and applicable and applicable on the payment and applicable and applicable and applicable on the payment and applicable and applicable on the payment and applicable and applicable on the payment and applicable and applic

DAIHORM COVENANTS. Borrows; and Lender covenant and agree as inflower

subject to encumbrances of record.

gram and convey the Property, and the the Property is uncacumbered, except for encumbrances of record. Borrower coverants are defend generally the title to the Property against and demands.

Borrower covenants that Porcower is lawfully seised of the estate nereby conveyed and has the right to morigage.

not impled to, releasing and earce ing this Security Instrument but not limited to, the right to forcelose and sell the Property; and to take say action required of I ender including, but nominee for Lender and Lende 's successors and assigns) has the right: to exercise any or all of those interests, including interests granted by Burover in this Security Instrument; but, if necessary to comply with law or custom, MPRS (08 and all of the longwing, together with said property (or the leasehold estate if this Morninge is on a loasehold are facilities in the Merchanical and agrees that MERS holds only legal lifte to the facilities of a loasehold are apparaconneces and ways, all of which shall ne deemed to be and remain a part of the property covered by this Mortgages. TOLE ALR with all the improvements now or hereafter creates or the poperty. For all excenting, rights,

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Loan No: 2000728150

Data ID: 959

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first 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. Borrower shall perform all 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. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may

require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the eve it 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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is 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 Naintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned or the development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations

of the condominium or planned unit deve opment, 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 option, 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 Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree 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. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection an acifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, sirect or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security

agreement with a lien which has priority over this Mortgage.

- 10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Eorrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any detical made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, 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 hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

0427449151 Page: 4 of 7

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21. Waiver of Homestead. Borrower hereby waives all right of homestead excrippion in the Property

20. Release. Upon payment of all sums secured by this Morigage, Lender shall release this Morigage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

liable to account only for those rents actually received.

the Property including those past due. All rents collected by the receiver shall be applied first to payment of the coeffects of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's more past the property including those past due. All rents collected by the receiver's fees, premiums on receiver's foots, and then to the sums secured by this Mortgage. The receiver shall he a receiver appointed by the court to enter upon, take possession of and manage the Property and to collect the reads of Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to bave

19. Assignment of Rents; Appointment of Receiver. As additional socurity incremment, necessary assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 horeof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

remain in full force and effect as if no acceleration had occurred. continue unimpaired. Upon such payment and cure by Borrower, this Morfgage and the obligation is secured hereby shall Morigage, Lender's interest in the Property and Borrower's obligation to pay the sums set at d by this Morigage shall Morigage, Lender, and (d) Borrower lakes such action as Lender may reasonably require to assure that the field of this reasonable expenses incurred by Lender in enforcing the covenants and agreement of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, inc. dir.g. but not limited to, reasonable this Mortgage discontinued at any time prior to entry of a judgement enforcing this Mortgage E. (a) Borrower Lender all sums which would be then due under this Mortgage and the Note and to acceleration occurred; (b) Borrower contest all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Morigage due to Borrower's breach, Borrower shall have the right to lave any proceedings began by Lender to enforce

limited to, reasonable attorneys' fees and cost of documentary evidence, abstracts and title reports proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not Mortgage to be immediately due and payable without further femand and may foreclose this Mortgage by judicial before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this of a default or any other defense of Borrower to accelera ion and foreclosure. If the breach is not cured on or of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence Mortgage, foreclosure by judicial proceeding, and sare of the Property. The notice shall further inform Borrower breach on or before the date specified in the ortice may result in acceleration of the sums secured by this date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured 17. Acceleration, Remedics. Except as provided in paragraph to hereof, upon Borrower's breach of any

NON-UNIFORM COVER A BOTTOWER and Lender further covenant and agree as follows:

If Lander exercises this option, Lander shall give Bottower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Bottower must pay all sums secured by this Mortgage. It Bottower fails to pay these sums prior to the expiration of this period, Lender may invoke secured by this Mortgage. It Bottower fails to pay these sums prior to the expiration of this period, Lender may invoke

natural person) wine at Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the rate of this Mortgage. interest in it is soll or transferred (or if a hencficial interest in Borrower is sold or transferred and Borrower is not a

16. Consider of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

with improvements made to the Property.

rights, claims or defenses which Borrower may have against parties who supply labor materials or services in connection obtion, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rchabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender, at Lender; at Lender's

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations ander any home

time of execution or after recordation hereof

14 Borrower's Copy, Borrower shall be furnished a conformed copy of the bore and of this Mortgage at the

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Morigage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein. such other address as Lender pusy designate by notice to Borrower as provided hereur, Any notice provided for an take as provided herein, and (b) any notice to Lender shall be given by cortified mad to Lender's address stated herein or to addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender 12. Notice. Except for any notice required under applicable for its sections and institute of the modest continued of the fight of solding such as the provided for the fight of solding such as the fight of solding and the fight of solding such as the fight of the fight of solding such as the solding such as the fight of solding such as the fight of solding such as the solding such as the solding such as the solding suc

0427449151 Page: 5 of 7

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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 Mortgage to 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 WITNESS WHEREOF, Borrower has executed this Mortgage.

MARIA GUZM'IN —Borrower (Seal)	HUMBERTO GUZMAN —Borrower Emu Yezman
State of ILLINOIS County of §	
The foregoing instrument was acknowledged before me the	his 3rd day of September, 2004 by
HUMBERTO GUZMAN AND MARIA GUZMAN	
My commission expires:	Notary Public (Printed Name)
	JONAT CIAL STALL ON COMMISSION EXPIRE (1/1/3/2004)

0427449151 Page: 6 of 7

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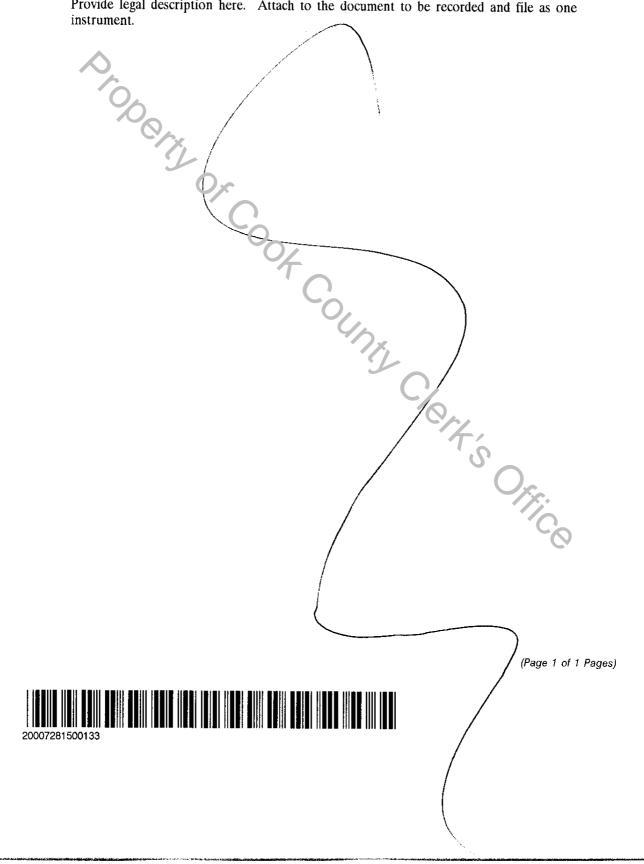
Loan No: 2000728150

Borrower: HUMBERTO GUZMAN

Data ID: 959

LEGAL DESCRIPTION

Provide legal description here. Attach to the document to be recorded and file as one instrument.



0427449151 Page: 7 of 7

Commitment Number: 04-03473DBOFFICIAL COPY

SCHEDULE C

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

THE WEST HALF OF LOT 28 IN BLOCK 2 IN ROBERTSON AND YOUNG'S STRATFORD, A SUBDIVISION OF THE WEST 9.48 CHAINS OF THE SOUTHEAST QUARTER AND THE EAST 70 RODS OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RIGHT OF WAY OF THE CHICAGO GREAT WESTERN RAILWAY FORMERLY KNOWN AS THE MINNESOTA NORTH WESTERN RAILROAD AND DEDICATED FOR A PUBLIC STREET OR ROAD IN SAID SOUTHWEST QUARTER OF SECTION 7, WEST OF AND ADJOINING SAID EAST 70 RODS OF SAID QUARTER SECTION, IN COOK COUNTY, ILLINOIS.

