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This instrument was prepared by:

Name: **COMMUNITY SAVINGS BANK**

Address: **4801 W. BELMONT AVENUE
CHICAGO, IL 60641**

BOX 331

After Recording Return To:

**COMMUNITY SAVINGS BANK
4801 W. BELMONT AVENUE
CHICAGO, IL 60641**



0502518091

Doc#: 0502518091
Eugene "Gene" Moore Fee: \$44.00
Cook County Recorder of Deeds
Date: 01/25/2005 10:40 AM Pg: 1 of 11

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MORTGAGE

DEFINITIONS

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

- (A) “**Security Instrument**” means this document, which is dated **January 3, 2005**, together with all Riders to this document.
- (B) “**Borrower**” is **HERIBERTO REYNOSO, and ALIA P. DELGADO, HIS WIFE,**

Borrower is the mortgagor under this Security Instrument.

(C) “**Lender**” is **COMMUNITY SAVINGS BANK**

Lender is a **ILLINOIS CORPORATION**

the laws of

THE STATE OF ILLINOIS

organized and existing under
. Lender's address is

4801 W. BELMONT AVENUE, CHICAGO, IL 60641

- (D) “**Note**” means the promissory note signed by Borrower and dated **JANUARY 3, 2005**. The Note states that Borrower owes Lender **Twenty Thousand Dollars And No Cents**

Dollars (U.S. \$ **20,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **FEBRUARY , 2008**.

(E) “**Property**” means the property that is described below under the heading “Transfer of Rights in the Property.”

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

(G) “**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]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

- (H) “**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.

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

ITEM 1876L1 (0011)

(Page 1 of 11 pages)

Form 3014 1/01

GREATLAND ■

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Form 3014-1/01

(second for ζ and third)

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

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."

ads the address of
5247 W. MELROSE STREET,
[Street]
60641
("Property Address");
.H[omes
Zip Code]
CHICAGO,
[City]

What's the address of

CHICAGO, ILLINOIS

[əpoʊdɪz] **1±000**

6064

5247 W. MELROSE STREET,
[Street]

(“Property Address”):

This Security Instrument secures to Lender: (i) the payment of all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following property located in the County of Cook [Name of Recording Jurisdiction] [Type of Recording Instrument]

TRANSFER OF RIGHTS IN THE PROPERTY

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

O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation.

(v) misrepresentations of, or omissions as to, the value and/or condition of the property;

(g) "Tangible Items" means those items that are described in Section 3;
earthinghouse transmitters.

“Community Association Fees, Dues, 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.

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

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

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

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the 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, if any, or any sums payable by Borrower to Lender in lieu of the payment of 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

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100-1474-2004-04-1

EXHIBITS—Single Family, Family/Freddie Mac LENDER INSTRUMENT

Form 3041/01

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's expense, and Borrower shall cover such coverage until such time as Lender is under no obligation to purchase any particular type or amount of coverage. The Borrower's liability under this instrument is limited to the cost of the insurance coverage, plus the premium of the property, against any risk, hazard or liability and might provide greater or lesser coverage than was originally intended.

The Borrower's liability under this instrument is limited to the cost of the insurance coverage, plus the premium of the property, against any risk, hazard or liability and might provide greater or lesser coverage than was originally intended.

This review of any flood zone determination resulting from an application by Borrower.

Borrower shall be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the remapping of similar changes which reasonably might affect such determination or certification. Borrower shall be responsible to pay, in connection with this loan, either: (a) a one-time charge for flood zone determination and certification services and subsequent charges each time such services are dispensed; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time such services are dispensed.

Borrower has the right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require

changes can change during the term of the loan. The insurance carrier providing the insurance shall be chosen by Borrower

(the using deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the proceeding

lived in, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts

insured against loss by fire, hazards included within the term "extended coverage" and any other hazards included, but not

under the definition of "flood".

3. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

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 service used by

see on f

Lender in which notice is given. Borrower shall satisfy the lien or take one or more of the actions set forth above in this document prior to this Security Instrument. Lender may give Borrower 10 days of the time to this Security Instrument. Within 10 days of the time to this Security Instrument, if Lender determines that any part of the Property is subject to a lien which only entitles proceedings are conducted; or (c) secures from the holder of the lien an agreement satisfactory to Lender

in preventing such action to prevent the collection of the lien while those proceedings are pending, but is preparing such agreements (b) contains the lien in good faith, or defends against enforcement of the lien in, legal

or administrative such agreements; (d) contains the lien in a manner acceptable to Lender but only so long as Borrower

is willing to the payment of the obligation secured by the lien in a manner acceptable to the lien as Borrower

shall pay the amount provided in Section 3.

Property which can attain priority over this Security Instrument that these items are Escrow Items. Borrower

and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, if any;

4. Liens. Borrower shall pay all taxes, assessments, charges, fees, and impositions attributable to the

liens held by Lender.

Lender shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees

to pay the amount provided in Section 3.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

make up the deficiency in accordance with RESPA, but in no more than 2 months.

Borrower shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to

make up the deficiency in accordance with RESPA, but in no more than 12 months. If there is a deficiency of funds held in escrow, as defined 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

funds to 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

funds held in escrow, as defined under RESPA. Lender shall account to Borrower for the excess

shall give to Borrower without charge, an annual accounting of the funds as required by RESPA.

of amounts on the funds, Borrower and Lender can agree in writing, however, that interest shall be paid on the funds. Lender

writing or applicable law requires interest to be paid on the funds, Lender shall not be required to pay Borrower any interest

Borrower of interest on the funds and applicable law permits Lender to make such a charge. Unless Lender pays

holding and applying the funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays

applies the funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for

including Lender if Lender is in institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall

not charge Lender if Lender is in an institution whose deposits are insured by a federal agency, instrumentality, or entity

or otherwise in accordance with Applicable Law.

estimates the amount of funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items

due specified under RESPA, and (b) not to exceed the maximum amount a Lender can require under RESPA. Lender shall

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the

to Lender all Funds, and in such amounts, that are then required under this Section 3.

Borrower shall then be obliged under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any

of the escrow items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay

to Lender the amount due on the basis of current data and reasonable estimates of expenditures of future Escrow Items

to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and

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previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance 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 decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. 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.

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

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

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

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

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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

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.

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

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Form 3014-101
GRANTAN ■
HLDGS- Single Family - Family/Mar/Freddie Mac INFORMATION INSTRUMENT
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Page 8 of 11 pages

If all or any part of the Property or any interest in the Property is sold or transferred without Lender's prior written consent, Lender may require transfer of title by Borrower at a future date to a purchaser.

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.

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

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

word "may" gives sole discretion without any obligation to take any action.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include the plural and vice versa; and (c) the

equilibrating provision.

conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflict in the event that any provision of clause of this Security Instrument or the Note conflicts with Applicable Law, such parties to agree by contract or in writing to be silent, but such silence shall not be construed as a preference against any agreement by any party to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the use subject to any requirements and limitations of Applicable Law, and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument and the law of the jurisdiction in which the Property is located, all rights and obligations contained in this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law applicable to the rights of Borrower under this Security Instrument.

conflict received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the

Borrower, any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until

of by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower.

designated address unless Borrower shall report a change of address through that specific procedure for reporting Borrower's change in address, here Borrower shall only report a change of address through that specific procedure. There may be only one

applicable notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of

be the Property Address unless Borrower has designated a suitable notice address by notice to Lender. Borrower shall

Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall

notified by first class mail or Borrower's notice address if sent by other means. Notice to any one

any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

written or any right of action Borrower might have arising out of such overcharge.

provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a

redemption will be treated as a partial payment without any prepayment charge (whether or not a prepayment charge is

redeeming the principal owed under the Note or by mailing a direct payment to Borrower. If a refund reduces principal, the

Borrower which exceeded certain limits will be refunded to Borrower. Lender may choose to make this refund by

check that he reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected

other than charges collected onto the collection with the loan exceed the permitted limits; then: (a) any such loan

If the loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or

lender may collect no charge for this Security Instrument or by Applicable Law.

Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee,

to attorney's fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this

the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for

provided in Schedule 2) and benefit the successors and assigns of Lender.

unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as

Security Instrument Borrower shall not be released from Borrower's obligations and liability under this Security Instrument

this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this

Subsequent to the provisions of Section 18, my Successor in interest of Borrower who assumes Borrower's obligations under

co-signer's consent.

forbearance or make any accommodations with respect to the terms of this Security Instrument or the Note without the

the terms agreed by this Security Instrument and (c) agrees that Lender and any other Borrower can agree to extend

co-signer's interest in the terms of this Security Instrument; (b) is not personally obligated to pay

but does not execute the Note ("co-signer"); (a) is co-signing this Security Instrument only to mortgagee, grant and convey the

Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument

and severability shall be joint and several. Borrower, any Borrower who co-signs this Security Instrument

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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, and Borrower's obligation to pay the sums secured by 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 Grievance. The Note or a partial interest in the Note (together

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

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.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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Form 3014-101
GRATIANT ■
To Order Call 1-800-530-9388. Fax 616-791-1111
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FORM NUMBER 3014-101

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

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance and by virtue of the Illinois homestead exemption laws

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
Instrument Borrower shall pay any recording costs, Lender may charge Borrower a fee for releasing this Security Instrument.
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Section 22, including, but not limited to, reasonable attorney fees and costs of title evidence.
judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this sum secured by this Security Instrument without further demand and may foreclose this Security Instrument by cause on or before the date specified in the notice, Lender at its option may require immediate payment in full of all the non-existent Borrower to accelerate and foreclose. If the default is not further interim Borrower to the right to reinstate after acceleration and the right to assert in the foreclosure proceeding secured by this Security Instrument by judicial proceeding and sale of the Property. The notice shall (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums (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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless 22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

Laws of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spillage, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any government of regulation authority, or any private party, that any removal or other remedial action is necessary affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with government of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any government of regulation authority, or any private party, that any removal or other remedial action is necessary affecting the Property is necessary, Borrower shall create any obligation on Lender for an Environmental Cleanup.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Heriberto Reynoso

(Seal)
-Borrower

ANA P. DELGADO

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witness:

Witness:

State of Illinois
County of

This instrument was acknowledged before me on
HERIBERTO REYNOSO and ANA P. DELGADO

JANUARY 3, 2005

(date) by

(name[s] of person[s]),

Notary Public

