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0504504195

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

Doc#: 0504504195
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 02/14/2005 11:03 AM Pg: 1 of 3

Finance America, LLC
P.O. Box 16637
Irvine CA 92623-6637

SPACE ABOVE THIS LINE FOR RECORDING DATA

MIN: 100052300411736266

SUBORDINATE LIEN RIDER TO DEED OF TRUST, MORTGAGE OR SECURITY INSTRUMENT

This Subordinate Lien Rider ("Rider") to Deed of Trust, Mortgage or Security Instrument (collectively, the "Security Instrument") is made this 24th day of JANUARY 2005, and is incorporated into and shall be deemed to amend and supplement the terms of the Security Instrument of the same date given by the undersigned ("Borrower") to secure Borrower's Note to Finance America, LLC (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5770 N. RIDGE AVENUE CHICAGO, IL 60660

In the event of conflict between the terms of the Security Instrument and this Rider, the terms of the Rider shall control.

Section 4 of the Security Instrument shall be amended by deleting Section 4 in its entirety and replacing it with the following:

4. Prior Security Instruments; Charges; Liens. Borrower shall perform all of Borrower's obligations under any security instrument with a lien which has priority over the lien of this Security Instrument, including Borrower's covenants to make payments when due. Lender and Borrower each recognize that provisions in this Security Instrument and in any Riders give Lender certain rights with respect to the Property and to the receipt of certain funds, including the right to receive payment of insurance proceeds, condemnation and other Miscellaneous Proceeds and the use and application of the proceeds, including the right to hold and disburse the proceeds, are subject to the terms of any security instrument with a lien which has priority over the lien of this Security Instrument. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument, other than any superior mortgage of record as of the date this Security Instrument is recorded, unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while

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BOX 334 CTI

LOAN ID: 0041173626

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moore

CTI - N - 110

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STREET ADDRESS: 5770 NORTH RIDGE AVENUE
CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 14-05-316-066-0000

LEGAL DESCRIPTION:

LOT 5 IN CLARK STREET ADDITION TO EDGEWATER, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 43 RODS AND EXCEPT THAT PART WEST OF CLARK STREET) OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Subordinate Lien Rider.

Cynthia Tran
CYNTHIA TRAN _____ DATE 1/24/05 (Seal)

DATE (Seal)

DATE (Seal)

DATE (Seal)

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