UNOFFICIAL COPY

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#: 0506950025 Eugene "Gene" Moore Fee: \$74.00 Cook County Recorder of Deeds Date: 03/10/2005 07:50 AM Pg: 1 of 9

[Space Above This Line For Recording Data]

Data ID: 435

Loan No:

2000767402

Borrower: ISIDRO SALAZAR Permanent Index Number:

DRTGAGE

MIN: 100014720007674026

Pebruary, 2005, between the Mortgagor, ISIDRO SALAZAR THIS MOUTCAGE is made this 23rd day of

(herein "Borrower"), and

AEGIS FUNDING CORFORATION, a Corporation, organized and existing under the laws of the State of DELAWARE, whose address is 3250 BRIAF, P. RK DRIVE, SUITE 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 mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delav are, 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 EIGHTY THOUSAND and NO/100----Dollars (U.S. \$ 80,000.00), which in ebtedness is evidenced by Borrower's note dated 23rd day of February, 2005 and extensions and renewals thereof (in rein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not so oner paid, due and payable on March 1, 2025.

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, advancer 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 at a Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the County of COOK, State of Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERE TO AND MADE A PART HEREOF

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

(Page 1 of 5 Pages)

0506950025 Page: 2 of 9

UNOFFICIAL COPY

(Page 2 of 5 Pages)

Form 3814

Upon payment in full of all sums secured by this Mortgage, Lender shan promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property or its acquired by Lender, any Funds Lender shall apply, no later than immediately prior to the sale of the Property or its acquired by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

of Funds to pay seid taxes, assessments, insurance the formula from the formula successing and the straint of the formula for the formula formula formula formula formula formula formula for formula formula

TOOETHER with all the improvements now or hereafter erected on the property, and all easements, rights, and all of the improvements now or hereafter erected on the property covered by this Mortgage; and rents, all of which stall be deemed to be and remain a part of the property covered by this Mortgage; hereinafter referred to as the "Property" Borrower understands and agrees that MERS holds only legal title to the horizontal to the foreclose and sealing has been stall and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sealing has the right: to exercise any or all of those interests, including, but not limited to, the eight to foreclose and seal the Property, and to take any action required of Lender including, but but not limited to, the right to foreclose and sealing has the right: to exercise any or all of those interests, including, but but not limited to, the eight to foreclose and seal the Property; and to take any action required of Lender including, but but not limited to, the right to foreclose and seal the Property; and to take any action required of Lender including, but but not limited to, the right to foreclose and seal the Property; and to take any action required of Lender including, but but not limited to, the right to foreclose and seal the Property; and to take any action required of Lender including, but allower to encumbrance and Lender and whilly seized of the estate fareby conveyed and has the including, but includent to encumbrance or record. Botrower shall bromptly pay when due the principal and interest. Botrower shall bromptly pay when due the principal and interest and seasonship seasonship and and assessments of principal and interest and assessments and laterates. A summer of the principal and interest and assessments and laterate and are accounted in the Mortgage and ground reason by a summer of the property, if any put one-weight of yearly lateral and interest and assessments and principal and interest a

(herein "Property Address"); CHICAGO,

SIOUIIII

which has the address of 3081 NORTH HAUSSEN COURT,

0506950025 Page: 3 of 9

JOFFICIA 2000767402 Loan No:

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 approved by Lender.

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 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.

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 Maintenance 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 s'la' comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condomit into or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenant creating or governing the condominium or planned unit development, the by-laws and regulations

declaration or covenant, c eating or governing the condominium or planned unit development, the by-laws and regulations of the condominium of planned unit development, and constituent documents.

7. Protection of Londer's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action of proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, poon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and to 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's secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable and notice from Lender to Borrower requesting payment thereof. Nothing

of payment, such amounts shall be payable up in 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 page to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct 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 'ne 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 Lencer 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 Borrower'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 demand 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 o' preclude the exercise of any such right

or remedy

Successors and Assigns Bound; Joint and Several Liability; Consigners. 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 agregations 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 und it the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lendar and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with relard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower's interest in the Property as to that Borrower's interest in the Property.

> Form 3814 1/80 (Page 3 of 5 Pages)

Data ID: 435

0506950025 Page: 4 of 9

UNOFFICIAL COPY

(Page 4 of 5 Pages)

Form 3814

name to account only for mose tents actuary received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender and release this Mortgage without charge to Borrower. Borrower hereby waives all right of homestead oremarican in the Property.

liable to account only for those rents actually received.

change to jornower. Borrower shall use one of recordation, if any.

2. Release, Dotton payment of concerned the property of the concerned of the Montgage. Tender's an assignment of any photographic concerns and the concerned of the Montgage. Leader the critical processing and the concerned of the Montgage. Leader shall be performed the concerned of the Montgage and the Montgage and the Montgage and the forms of the concerned of the Montgage and the Montgage of the Option Montgage of the Option of the Montgage and the Montgage of the Option of the Montgage of the Option of the Montgage of the Option of the Montgage and the Montgage of the Option of the Option of Montgage of the Option of the Montgage of the Option of the Option of Montgage of the Option of the Option of Montgage of the Option of the Option of Montgage of Montgage of the Option of Montgage of Montgage of Montgage of the Option of Montgage of

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender, at Lender, at Lender's ordion agreement which Borrower to exempt of a form acceptable to Lender, at Lender and a form a form a form and a form a for

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail such rotes by notice to Lender states as Borrower as the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law, Severability. The state and local laws applicable to this Mortgage shall not affect other provisions or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage and the Note are declared to be severable. As used conflicing provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used becein, "costs," "expenses" and "attorneys" frees" include all sums to the extent not prohibited by applicable law or limited herein.

0506950025 Page: 5 of 9

Data ID: 435

Loan No: 2000767402 UNOFFICIAL COPY

1-4 Family Rider attached hereto.

| REQUEST FOR NOTICE OF DEFAUL | LT |
|------------------------------|----|
| AND FORECLOSURE UNDER SUPERI | OR |
| MORTGAGES OR DEEDS OF TRUS | T |

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.

State of ILLING IS
County of
The foregoing instrument was acknowledged before me this

My commission expires:

| OFFICIAL SEA | NOTARY PUBLIC NIA ORTION COMMISSION STATE OF ILING SEA | NOTARY PUBLIC NIA ORTION COMMISSION EXPIRES ON 1207.

Form 3814 1/80 (Page 5 of 5 Pages)

0506950025 Page: 6 of 9

UNOFFICIAL COP

Loan No: 2000767402 Borrower: ISIDRO SALAZAR

Data ID: 435

1-4 FAMILY RIDER **Assignment of Rents**

THIS 1-4 FAMILY RIDER is made this 23rd day of February, 2005, 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 Borrower's Note to

AEGIS FUNDING CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

3081 NORTH HAUSSEN COURT CHICAGO, ILLINOIS 60618 [Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Londer further covenant and agree as follows:

- A. ADDITICNAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs witer heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the lease of estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning cass fication, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by led eral law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Modified by Middleberg, Riddle & Gianna

10/4'S OFFICE Form 3170 9/90 (Page 1 of 3 Pages)



0506950025 Page: 7 of 9

UNOFFICIAL COPY

Loan No: 2000767402 Data ID: 435

- E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or 'Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of Lender's lit pursuant to paragraph 17 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that Lender are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be (1.1) led to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the terart; (iv) unless applicable law provides otherwise, all Rents collected by Lender or written demand to the tenart; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurar ce primiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only these Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and

Borrower represents and warrants that Borlower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender or Lender's agents or a judicially appointed receiver, my do so at any time when a default occurs. Any application of Rents shall not cure or waive any default of my alidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breac', un der any note or agreement in which E. and Firm 3170 (Paye 2 of 3 Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

(Paye .' of 3 Pages)

0506950025 Page: 8 of 9

UNOFFICIAL COPY

Loan No: 2000767402 Data ID: 435

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

ISIDRO SALAZAR —Borrower

Proposition of College Sol 3 Page

0506950025 Page: 9 of 9

Law IIIIe Insurance Co. Heather R. Nieves→NOEL

12/14

Whitestar Title Corp.

Authorized Agent For:

Commitment Number:

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

LOT 71 IN HAUSSEN'S SUBDIVISION OF LOTS 1 AND 2 OF THE SUBDIVISION OF LOT 6 AND PART OF THE LOT 7 IN DAVLIN, KELLY AND CARROLL'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

yers Title Insurance C.
0925WST*REV2-18-05

SCHEDULE C - PROPL

3 Commitment is described as follows.
- SUBDIVISION OF LOTS 1 AND 2 OF THE .
- LLY AND CARROLL'S SUBDIVISION OF THE N.
- CH. RANGE 13, EAST OF THE THIRD PRINCIPAL N.

13 - 24 0 0 0 9

ALTA Commitment