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AFTER RECORDING RETURN TO:

Washington Mutual Bank, FA 2210 Enterprise Dr. Florence SC 29501 Attn: Docs Ops MS FSCE 440



Doc#: 0600653005 Fee: \$74.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 01/06/2006 07:20 AM Pg: 1 of 26

4363772 11

GIT SECURITY INSTRUMENT COVER SHEET

03-2283-070933904-8

Please print or type information	
Document Title(s) (or transactions contained therein):	
1. Mortgage	
Grantor/Trustor/Mortgagor(s) (Last name first, then first	name and initials)
1. JAYANT KUMAR	
2. T	
3.	
4.	
5. Additional names on page of document.)×.
Grantee/Beneficiary/Mortgagee(s)	
1. Washington Mutual Bank, FA	C
Legal Description (abbreviated: i.e. lot, block, plat or sec	ction, towns'up, range)
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MA	ADE A PART HEREOF
Additional legal is on page of document	·.
Assessor's Property Tax Parcel/Account Number(s)	
1. 15-10-300-003	2.
3.	4.
This document prepared by:	
SHIRLEY WASZ 3050 HIGHLAND PARKWAY STE #700 DOWNERS GROVE, IL 60515	

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4363772 [Space Above This Line For Recording Data]
GREATER ILLINOIS TITLE
MORTGAGE
Space Above This Line For Recording Data] GREATER ILLINOIS TITLE
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 lated
This is not homestead property.
Borrower is the mortgagor under this Security Instrument. (C) "Lender" is Washington Mutual Bank, FA, a federal association .
Lender is a Bank organized and existing under the laws of United States of America . Lender's address is 400 East Main Street Stockton, CA 95290 .
Lender is the mortgagee under this Security Instrument. (D) "Note" means the promissory note signed by Borrower and dated December 22, 2005. The Note states that Borrower owes Lender One Hundred Thirty-Five Thousand & 00/100
Dollars (U.S. \$ 135,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

ILLINOIS 73215 (05-02)

(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.

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16) "Riders" mener at Riders to bus 5000ms androped that are excluded by Boardwer. The

- (H) "Applicable saw" means of completing appearable federal interestant local statutes, regulations, ordinances and administrative was and orders that have the offered if local as an applicable time, con appearable judicial options.
- II) "Community Association Dues, Fees, and Assessments" means at dues leas passesaments and other charges the pre-section Benower in the Property on a condensation based and benewer association or similar organization.
- (d) "Electronic Funds frunsfer" means and maneter of the distinction and interespection outgoested by check, draft the similar dane is strument, which is order or order of the eight at device a financial institution to debut to credit as account at the remaindable of a local femiliar transfer, automated taken machine transfers, automated taken machine transfers, automated dearinghouse franchers.
- (K) "Escrow Items" means these heres that are described in Section in
- (L) "Miscellaneous Proceeds" meson and compensation, settlement lowers of danages, or proceeds, whether by way of judgment settlement or otherwise, paid by any three party tother than insurance proceeds paid under the poverage, test ibed in Section 5: in it is partage to, or destruction of the Property bit condemnation or was taking of all a one can of the Property. (iii) conveyance in her of condemnations of the processor that are condemnative to the value and/or condition of the Property.
- (M) "Mortgage insurance" means insurance wrotening saider against the monpayment of or default on, the Luar
- (N) "Periodic Payment" means the legislarly acheduled amount for the physicipal and improve under the Note, plus (in any amounts under Section 3 of this Security Amountains.
- tO) "RESPA" means the Real Estate Settlament Procedures Act (12.0% of Section 260% of seq.) and its implementing regulation, Regulation X (24.0.7.8. Part 3500), as they might us amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used to this Sectiony Instrument, IRESPA refers to all Addressing restrictions that are imposed in regard to a "faderally related mortgage has "leven 3 the Loan does not qualify as a "federally related mortgage load" under RESPA.
- **IP) "Successor in Interest of Borrower"** means any party that has taken fine to the Viopensy, whether or not that party has assumed Borrower's obligations under the Note shoter this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures or Leader of the repayment of the Loon, and all renewals extensions and modifications of the Sette on the performance of Borrower's coverants and agreements under this Security I strument and the Note, and this toe performance of all agreements of Borrower to pay fees and charges arising out of the Loan whether or not herein sectorth. For this propose, Borrower does hereby mertgage, grant and convey to Lender and Lender's

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succ	essors	and	assigns,	with	power	10	sale,	the	tolic	owir	าg	described	property	located	ın
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TOGETHER WIT's all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that corrower is lawfully seised 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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 unipsid, Lender may require that any or all subsequent payments due under the Note and this Security instrument be made in one of more of the following forms, as selected by Lender: (a) cash; (b) more or 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

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Payment is applied as of its coneduted due date, then consist need not pay increas on unapplied funds. Lender may been such chapplied funds and Sociation makes payment to cong the upon current. If Sociation for acceptance is a width conessionable period of any plender med wher apply such funds or lender the conditional funds are neglected to the outstanding principal haterior ands. On Note immediates, and the first pourse. No offset or object which Sociational instructions are supply that and this Sociation token, restrict our hardwards and agreements secured by this Security toking near

2 Application of Payments or Proceeds, Except as otherwise described in this Section 2 oil payment is prepared and applied on Lender that be applied in the rollowing or for of unonty, (a) interest due under the work to announce due under the whole to section 3 Such payments shall be applied to sech Reviole Payment in the uniter in which it became one. Any remaining about shall be applied to set to also shall be applied to sech Reviole Payment in the uniter in which it became one. Any remaining about shall be applied test to also shall be applied to the process second to any other amounts due under this Security is assumed a will then to reduce the principal betance or the body.

If Lander receiver a payment from Bandwer to a desinquent Periodic Payment which includes a sufficient and on the payment in a supplied to the delinquent payment and the macrobarge. It more than one Periodic Payment is obtaining, Lender may apply any payment received from Bandwer to the repayment of the Periodic Payments if, and to the extent that, each payment dating paid in full To the extent insteady excess exists after the payment is applied to the following may are a supplied to any late charges due. Variously propayments shall be applied that it, gov prepayment charges and then as described in the Note.

Any application of payments insurance proceeds, or Miscellaneous Proceeds to principal due under the livore shall not exceed or positives the due date, or change the amount, of the Pariodic Payments.

3. Funds for Escrow Items. Borrowall chall pay to Lander on the day Periodic Playmonts are due under the Note, unto the Note is pelo in tall, a sum glas "Funds" the provide for navingst of amounts due for car taxes and assessments and other total subject the principle of principle open this Security instrument as a law or something or if the Property of passent transpents of ground rents on the Property is any [2] promotes to only and all measures required by Lender under Section 5: and (d) Moragage insurance promotes in any or any other beyond by Sorrower to Lender in field of the payment of Mortgage this drance premiures in social today with the provisions of Section 10. These beams are called "Escrow items". At origination ψ deary that during the term of the Loan, Lender may require that Community Association Ques, Piles and Assessments, of any, be escrowed by Borrower, and such dues, fees and assessments shall be as Escrow here Borrower shall promptly furnish to wander all notices of announts to he used creat this Section Borrower shall pay Lender the Funds for Escrew trems unless Lender werves Bo rower application to pay the Funds for any or sit Escrow trems. Lender may waive Sorphivar's boligation to pay to Lender Funds for any or all Escrew frome at any time. Any such weiver may only be in writing, in the event of such waiver. Borrowse shall can (Stacidy, when and virtue payetie, the amounts que for any Escrew herns for which payment of hords has been waived by bender and, if Leider requires, shall turnish to centire todespts 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 by deemed to be a lovecard and agreement contained in this Security Instrument. as the obrase "coverable and agreement" is used a Section 9. A Sorrower is plaigated to pay Escrow items directly, pursuant to a waiver, and Sorrower tada to pay the emport due for an Escrow Item Lender may exercise its rights raider Section 9 and pay such amount and Sorrower shall then be obligated under Section 9 to reasy our ender who such product itender may revoke



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the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess runds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the angust necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escreviltems, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument 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 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, 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.

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5. Property insurance, domovier votal beap the improverances now existing or necessarial erected on the Property visures, against loss by the next limited to verified the term "extended coverage," and any other hazards incorpore, but not limited to the amounts encluding deductable levels) and for the periods mat tender requires. What Lender requires pursuant to the proceding sentences can change during the term of the Lender significance carrier providing the insurance shall be chosen by Borrower achieve to be Lender a night to disapprove Borrower's choice, which right shall not be exercised invides orange for fleed zons determination, contribution services and services; or the significance changes to fleed zons determination, contribution services and subsequent charges each time changes or smaller changes occur which reasonably might offect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emerger of Management Agency in connection with the names, in any flood zone determination for parallels from an objection by Borrower.

insurance loverage of briefly appear and Borrower's expense Lendor is under may obtain insurance loverage of briefly appear and Borrower's expense Lendor is under no unligation of purchase any particular type of smount of coverage. Lender may purchase such insurance from or through any company acceptable to Lender including, without for taken, an affiliate of Lender, and Borrower acknowledges and greats that Lender's affiliate may receive consideration for such purchase. Therefore, such obserby, they cover Lender not might or might for protect Borrower, Borrower's equity in the Property. If the power coverage than was previously a critical Borrower acknowledges that the cost of the insurance or respect to a post-ineal magnificantly exceed the cost of insurance that Borrower could have obtained. Any amounts dispursed in certain order this Section 6 shall become additional debt of Borrower separed by this Security instrument. These amounts shall bear interest at the flow rate from the late of dispursement and shall be payable, with such interest upon normal for a lander in Sorrower engagesting payment.

All insurance policies required by usader and renewals of sum policies shall be subject to tender's right to disapprove to the holicies shall include a shaller distributed datase, and shall have the right to holicies and renewal certificates. If under requires Borrower shall occupilly give to tender all receipts of paid premiures and renewal networks in the borrower phase. The Property even coverage, not otherwise required by tender for damage to in destruction of the Property, even policy shall include a standard normally, clause and analyticate income as more appears and as an additional loss payee.

Borrower hereby absolutely and mesocably assigns to Lender all at 80 Tasks engar, tide and interest in and to as proceeds from any insurance policy (whether or our the top ascerpolicy was required by cenden that are due, paid or payable with respect to our damage, to such property, regardless of whether the insurance pency is established before on a often the dain of this Security instrument. By absolutely and increasing assigning to Lender all of Sonower's rights to receive any and all promads from any insurance policy. Borrower hereby waives to the full extent allowed by law as of Sonower's rights or receive any and all promads assigning to be proved by proceeds.

Borrower bereby possibility and increasingly assigns to Lender all or Borrower's right, him and interest in and is the any and all claims, present and basite. Known in unknown, absolute or contingent, (b) any and all causes in action, (c) any and all judgments and sertlements (whether through litigation, mediator, arbitration or emerwise, of any and ell tapes sought against or from any party, in parties, successed and in, any and all funds, removed on medicable in connection with any named. It such temperal researching from any datase in changes whatevere.

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including but not limited to, land subsidence, landslide, windstorm, earthquake, fire, flood or any other cause.

Borrower agrees to execute, acknowledge if requested, and deliver to Lender, and/or upon notice from Lender shall request any insurance agency or company that has issued any insurance policy to execute and deliver to Lender, any additional instruments or documents requested by Lender from time to time to evidence Borrower's absolute and irrevocable assignments set forth in this paragraph.

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. Bo rower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount and 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 sixty 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, or remove or demolish any building thereon, 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 good condition and repair 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 in good and workmanlike manner if damaged to avoid further

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deterioration or damage. Lender andt, priest orderwise agreed of writing detivien Lender and Borrower, have the leight to had besumed at prinderphatic opposeds. It insurance or condemnation proceeds are pair in managener, with damage to, or the taking or the Property Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may dishurse proceeds for the repairs and restoration in a single payment or in a series of prograss payment; as the work is completed. If the Asurance of condemnation proceeds are not sufficient to repair or restore the Property Borrower is our relieved of Borrower's obligation for the completion of such repair in restored.

Lender or its agent may make reasonable entries upon and respections or the Property. If it has reason to a cause, cender may respect the interior of the improvements to the Property Lender shall one Borrower nerve of the time of an provide such as interior respection specifying such reasonable hause. I ander these but make any warranty or representation regarding and assumes no resplicibility (ii). The work done on the Property, and Borrower shall not have any right to rely in any other on say inspectionis) by in the Cander of its agent. Borrower shall be solely responsible too determining that the work is done in a pool imprough afficient and workmanlike manner in accordance with an applicable laws.

Borrower shall (a) appear to and detend any action or proceeding purporting to alfeet the security hereof, the Property of the rights of howers of Lendert, by at Leader's option, assign to Lender, to the extent of Lender's (sense) and dames normands, in course of action of any kindand any award, court judgement, to account a settlement of any such claim, demand or cause of action of any kind which Borrower tow has or may pereafter adquire ensury out of ac relating to any interest in the adjoishment in owners, pluf the Property. Lender shall not have any duty to prosecute any such plain, demand or onuse of antien. Without limiting the loregoing, any such claim, demand or cause of action arising our of or religing to any interest in the acquisition or rejury or demage to the Property inchested ownership of the Property way lockule in the sec without limit injury or damage to any structure or some rement strated thereon it; in any dailing or cause of action in favor of Borrower which mises out of the mansacrior, thremped in whole or in part by the making of the loan succred bereby, (a) any dains it passes or across to favor of Borrower (except for bodily injury) which arises as a result in employees or indicated construction, installation or lense of the Property including introductions only surface of subsurface thereof, or of any outlaing or solution mereon or (1) any property insurance whether or not required by Lender payable as a result of any damage. Let otherwise relating to the Property or any interest therein. Lender may apply use of mease such monles so received by it in the same manner as provided in Paragraph 5 for the proceeds of insurant

- 8. Borrower's coan Application Economies shall be in default of using the liven application process. Borrower's any persons or entitled entiting or the difference of Borrower's With Borrower's knowledge or consent gave materially false, misleading, or coadculate information or statements to cender for issed to provide Lender mittingserial minimaterial incomestations, with the coan. Material representations include, out are not incided to prove attempt Borrower's occupancy of the Property as Borrower's proposed to the Property as Borrower's property as the Property as Borrower's property as Borrower's property as the Property as Borrower's property as Borrower's
- 9. Protection of Lender's interest in the Property and Rights Under this Security Instrument (i) (a) Borrower fails to perform the povenants and agreements consumed to this Security instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security includes a such as a proceeding to bankrupicy, probate, for condemnation or torrective for enforcement of a ben which may attain priority over this Security Instrument or in enforce taws or regulations; or (c) Borrower has wound ned the Property, then Lender may be and pay for whatever is reasonable or appropriate to protect cender's interest in the Property, and uplies under this Security instrument, including protecting

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and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date or disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the pre niums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an afternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will acrept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, nowithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Ioan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage

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insurer to make payments using any source of tonds that the historyage discretimes have available (which may include funds obtained from Mongage insurance premiums).

As a result of these agreements. Lendon by purchasor of the foregoing, another losurer, any release antificial of any of the foregoing, may receive (directly or indirectly) amounts that derive from an eight be characterized as) a person of Borrower's payments for Mortgage inserance in exchange for sharing of modifying the mortgage insurer's risk, or reducing losses. If and agreement provides that ac affiliate of Cander takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer the propagament is often termed "captive reinsurance." Further

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrover will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has it any with respect to the Mortgage Insurance butter 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 Miscellancous Proceeds, Forfeiture. Ad Miscellaneous Proceeds are hereby assigned to and shall negative control.

If the Property of damaged such lots, whatevers Proceeds shall be applied to restoration or repair of the Property of the restoration or repair of economically reasible and Lender's security is not lessened. During such repair and restoration gened Lender shall have the right to held such Miscellaneous Proceeds until conder has been an apparently to inspect such Property to ensure the work has been completed to conder's sanistation of provider that such inspection shall be undertaken promptly. Lender may vary for the repairs any sustantion in a single dishursement of makeness of progress payments as the work is numbered unless an agreement is made in writing or Applicable Law requires thereast to be just in such Miscellaneous Proceeds. Under shall not be required to pay Borrower say interest in numbers, which Miscellaneous Proceeds. In the restoration or repair is not economically feasible or Lender's soundly would be lessened, the Miscellaneous Proceeds shall be applied in the order provided from Section 2.

In the event of a robe taking destruction, in load in value or loss of Property, the Miscellaneous Proceeds shall be applied to the sums second by this Security respectively whether or not then due, with the expass, it any paid to Betrower.

in the event of a partial taking, destruction or loss in value of the Property is also this fair market value of the Property immediately before the pertial 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 pertial 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 frequent taking the untail amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (in the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be part to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property is which the fair market value of the Property immediates before the partial taking, destruction, or loss to value is

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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.

Borrover shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgement, 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 a celeration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgement, 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 v. Section 2.

- 12. Borrower Not Released; Forbearance By Lender Not a Waiver. This Security Instrument cannot be changed or modified except as otherwise provided herein or by agreement in writing signed by Borrower, or any Successor in interest to Borrower and Lender. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in interest of Borrower shall not operate to release the liability of Borrower or any Successor in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrovier 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 (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. No waiver by Lender of any right under this Security Instrument shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Security Instrument or of any provision of this Security Instrument as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by

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and report of the sample of the

Lender, shall obtain all of Borrower's rights and bonesis under not Sociated Testionant. Borrower shall not be released from Borrower's obligations and liability under this Sociates instrument unless Lender agrees to such release in turning. The coverants and agreements or this Security Instrument shall bind respect as provided in Second 201 and benefit the successors and assigns of Lender.

14. Loan Charges Lender may charge Borrower rees for carvious performed of connection with Borrower's defect, for the purpose of isotecting cender surferest in the Property and cigits under this Security instrument including, but not limited to attorneys lack property inspection and valuation fees. Borrower shall pay such other charges as cender may mean reasonable for services required by Lender and furnished at the request of Borrower, any Surfaces of ininterest to Borrower, any agent of Borrower in agend to any other fees the absolute of express authority in this paculity instrument to onarge a specific fee to Borrower that has been considered as prohibition on the charging of specific fee, Lender they not therefore the expressive prohibited by this Security instrument or on Applicable Law.

If the common kepter to a law will be very a secretar continue or to be policied in the law a law or to be proposed in the law and the content of the proposed of the proposed of the produced by the amount necessary to reduce the charge to for permitted mint, and (b) how some arready exhected from Borrower which exceeded permitted finits will be refunded to Borrower. Lender may choose to make this refund by reduced the principal level mide that Note in by making a direct payment to Borrower. It a refund reduces indexing the leducition will be treated as a partial prepayment without any prepayment charge invisibles in not a prepayment charge is provided for under the Note). Borrower's conequance of any such minute made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have assing that if and in exchange.

15. Notices. An notices given by Borrower might have assing that if this Beautify

- 15. Notices. An indices given on Sorrantor or lander in nonnection with this Security Instrument must be in vertical Appropriate Sorrante or turnsector with this Security Instrument shall be deemed to have been given to Sorrante when hered by first basis. Notice to any time controlled delivered to Borrower's notice address it sent by other means. Notice to any time conver shall constitute notice to all Borrowers unless Applicable Law expressly requires officials. The notice address shall be the Property Address unless Borrower has designated a substitute votice address by notice to useder. Borrower shall onemptly healthy Leader of Borrower's change of address. It Lender specifies a procedure for reporting Borrower's change of address their Borrower shall only report a change of address intrough that specified procedure. These has a procedure shall only report a change of address intrough that specified procedure. These has a procedure shall only report a change of address intrough that specified procedure. Any notice is trained shall be given by delivering it or making if the instrument as any one to be deemed to have been prize to be required in consecution and the security instrument in size required under Applicable. Law requirement with satisfy the confusional organization in the Applicable Law requirement with satisfy the confusional organization. In the Applicable Law requirement with satisfy the confusional organization in the process of the Applicable.
- 16. Governing Law: Severability; Rules of Construction. This Security instrument analybe governed by federal law and the law of the furisdiction in which the Property is located. All rights and obligations contained in this Security Instrument was subject to any inquirements and limitations of Applicable Law. Applicable Law applicable was might explicitly in implicitly allow the particle to agree by contract or a might be seend but law stends such but or construed as a probabilish against agreement by continue in the event that any provision or cleans or this Security Instrument or the Note Configure with Applicable law, such configure and our affect of hor provisions of this Security Instrument or the Note Configure Instrument or the Security Instrument or the Note of the Security Instrument or the Note of the Security Instrument or the Note of the Note of

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conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

- 17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises to soption, 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 any power of sale contained in 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 judgement 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 attorney fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting tender'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 Pistrument, shall continue unchanged. 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) morey 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,

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and Applicable Law. There are might be one or more charges of the Lord Services oursland to a sale of the Note. If there is a change or the Lord Services, Bernwer will be given written notice of the change which will state the name and adoress of the look Lord Service. The address to which payments should be made and any other intersection RESPA requires in contribution with a notice of transfer of servicing. If the Note is hold and therefore the Lord in serviced by a Lord Service other than the purchaser of the Note in mortgage loan servicing obligations to Berrower will remain with the Lord Service of be transferred to a successor Lord Service and are not assumed by the Note purchaser cities of the ways end viced by the Note purchase.

Neither Borrower not cender may commence trent or the cened to any sudicial action (as either an instributal higgs on the member of class), that arises from the other party's actions oursuant to obs. Security instrument to their alleges that the other carty has breached amprovision of a pro-duty revently reason, it will be security instrument, until out 6 orders or Lender has notined the other party, with such cution giver in compliance with the requirements of Section 15) of such direged breach and afforded the other party herea, a transmible period affecting of such notice to take outroution action. If Applicable Law plus one of fine parted which must classes before certain when take outroution and transmitted action purposes of this paragraph. The notice of paragraphs and population to Borrower pursuant to Section 22 and the notice of acceleration gives to Borrower pursuant to Section 22 and the notice of acceleration gives to Borrower pursuant to Section 22 and the notice and apportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. A. And J. this Section 11. Let indicardous Substances' are mose substances defined as local or reservous substances, poliutente un viestas by Environmental Law and the tolorwing substances, gasoline, kerosene umor flammable or toxic petroleum products, toxic pesticides and harbbides volatile solvents materials containing asbestos or formaldenyde, and radioactive materials for "Environmental Law" means federal laws and laws of the jurisdiction where the Property of societed man retate to booth softery of environmental protections of Environmental Deanup includes any leaders action, remedial action, or removal action, as defined a firm normantal Law and idean "Environmental Condition" means a condition that can make conditions or attentions trigger an Environmental Capacity.

Borrower shall not cause or nerror the presence use disposal, shrage, of ralease of any Hazardous Substances, or threaten to release any Hazardous Substances unlike the Property. Borrower shall not do, not allow anyone also to do, anything affects of the Property is, that is in violation of any Environmental Law, (b) which weates or Environmental Chodition, or (c) which due to the presence, use, or release of a Hazardous Substance, meates a condition that adversery affects the value of the Property. The presence, use or storage on the Property of small quantities of Hazardous Substances the one generally recognized to be appropriate to normal residential uses and to maintenance of the Property Uncluding, but not limited to finzardous substance in consumer produces.

Borrower shall promote give cender center rection of at any availability, claim, demands tawsuit or other action by any profes manter or regulatory agency or others path involving the Property and any idealandous Substance of Socienomental Law of relich Borrower has actual knowledge. (b) any Environmental Condition, including our for meter to, any spilling, leaking, discharge, release or threat or release of any Hazardous Substance and rot any condition caused by the presence, use or release of a dispendicus Substance when adversely effects the value of the Property. If Borrower learns or a mobile by any governmental or requirement outforfty, or any private party, that any removes or other remediation of any Hazardous Substance affecting the Property is becessary. Borrower shall cromptly take of recessary remedial actions in accordance with Environmental Law Mothers herein shall crosses any obligation on cender for an financemental Cleanup.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence. If Borrower or any successor in interest to Borrower files (or has filed against Borrower or any successor in interest to Borrower) a bankruptcy petition under Title II or any successor 1 the of the United States Code which provides for the curing of prepetition default due on the Note interest at a rate determined by the Court shall be paid to Lender on post-petition arrears.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is not prohibited by Applicable Law.
- 24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby release and waives all rights under and by virtue of the Illinois namestead exemption laws.

BY SIGNING BELOW, Borrower accepts and agrees troth) terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

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personally known to me to be the same personal whinstrument, appeared before me this day in person, and o	acknowledged that
signed and delivered the said instrument as the filter uses and purposes therein set tooth.	CÓ
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ADJUSTABLE RATE RIDER (12-MTA Index - Payment and Rate Caps)

03-2283-070933904-8

THIS ADJUSTABLE RATE RIDER is made this 22nd day of December, 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 undersign	ned
(the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note")	to
Washington Mutual Bank, FA (the "Lender") of the same date a	and
covering the property described in the Security Instrument and located at:	
415 25.7H AVE, BELLWOOD, IL 60104	
(Property Address)	

THIS RIDER CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY MONTHLY PAYMENT INCREASES WILL HAVE LIMITS WHICH COULD RESULT IN THE PRINCIPAL AMOUNT I MUST REPAY BEING LARGER THAN THE AMOUNT I CRIGINALLY BORROWED, BUT NOT MORE THAN 125% OF THE ORIGINAL AMOUNT (OR \$ 168,750.00). MY INTEREST RATE CAN NEVER EXCEED THE LIMIT STATED IN THE NOTE AND RIDER. A BALLOON PAYMENT MAY BE DUE AT MATURITY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Up until the first day of the calendar month that immediately precedes the first payment due date set forth in Section 3 of the Note, I will pay interest at a yearly rate of 6.837 %. Thereafter until the first Change Date (as defined in Section 4 of the Note) I will pay interest at a yearly rate of 2.875 %. The interest rate I will pay will thereafter change in accordance with Section 4 of the Note.

Section 4 of the Note provides for changes in the interest rate and monthly payment as follows:

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4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

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amount of the monthly payment that would be sufficient to repay the projected Principal balance I am expected to owe as of the Payment Change Date in full on the maturity date at the interest rate in effect 45 days prior to the Payment Change Date in substantially equal payments. The result of this calculation is the new amount of my monthly payment, subject to Section 4(F) below, and I will make payments in the new amount until the next Payment Change Date unless my payments are changed earlier under Section 4(H) of the Note.

(F) Monthly Favinent Limitations

Unless Section 4/h and 4(I) below apply, the amount of my new monthly payment, beginning with a Payment Change Date, will be limited to 7 1/2% more or less than the amount I have been paying. This payment cap applies only to the Principal Payment and does not apply to any escrow payments Lender may require under the Security Instrument.

(G) Changes in My Unpaid Principal Due to Negative Amortization or Accelerated Amortization Since my payment amount changes less frequently than the interest rate and since the monthly payment is subject to the payment limitations described in Section 4(F), my monthly payment could be less or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. For each month that the monthly payment is less than the interest portion, the Note Holder will subtract the monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the current interest rate. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the excess towards a Principal reduction of the Note.

(H) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed a maximum amount equal to 125% of the principal amount original borrowed. In the event my unpaid Principal would otherwise exceed that 125% limitation, I will begin paying a new monthly payment until the next Payment Change Date notwithstanding the 7 1/2% annual payment increase limitation. The new monthly payment will be an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my interest rate in effect the month prior to the payment due date in substantially equal payments.

(I) Required Full Monthly Payment

On the <u>FIFTH</u> anniversary of the due date of the first monthly payment, and on that same day every <u>FIFTH</u> year thereafter, the monthly payment will be adjusted without regard to the payment cap limitation in Section 4(F).

(J) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in the amount of my

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monthly payment before the effective date of any change. The notice will include information required by law to be given the and also the title and relephone number of a cerson who will answer any questions? they have regarding the notice.

(K) Failure to Make Adjustments

if for any reason Note Holder fails on make an adjustment to the stierest rate to payment amount as described in this Note, regardless of any notice requirement. Lagree that Note Holder may, upon discovery to such failure, then make the adjustment as if they had been made on time traiso agree not to note to be the Holder responsible for any damages to the which may result from Note Holder's failure to make the adjustment and to let the Note Holder, of its option hopely any excess monies which imay recompact to parties prepayment of unpaid in Principal in

B. TRANSFER OF THE PROPERTY OF A BENEFICIAL INTEREST IN BORROWER

Section 16 of the Security Institutional is amended to read as follows:

Transfer of the Property of a berancial interest in Borrower. As used in the Section 18. "Interest in the Property" means on, raga or beneficial interest in the Property. Including, but not limited to, mose peneticial interes stransferred to a bond for deed, contract for deed, installment sales contract or esero a concernent - the intent of which is the transfer of title by Borrower at a hause date to a purchaser of all or any part of the Property or any interest in the Property is said to transferred to it a peneficial interest in Borrower is sold or transferred and Borrowe: Is not a natural selson) without Lender's prior written consent. Lender may require immediate payment in the of all sums secured by this Security Instrument. However, this option shall out be exercised by Leoder if exercise is prohibited by Applicable Law Lender also shall not exercise this option d. (a) Borrower bauses to be submitted to Lender information required by Lender to evaluate the intended transfered as if a new loan were being made to the transferee; (b) Lendar re-sonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Senurity Agreement of other obligations related to the Note as other loan document is acceptable to sender, (d) Assuming party executes Assumption Agreement occeptable in Lender of its sele choice and disclotton which Agreement may analogs up consuse to Can as set foot helow and (6) payment of Assumption Fee il requested by Lender

To the extent permitted by Applicable Law, Lender may charge a reasonable like as a condition to Lender's consent to the loan assumption, and Lender may increase the maximum interest rate unit to an augment of the Cap or 5 percentage books are after than the interest rate in affect in the order or the constor. Lender now lists require the transferee to sign as assumption agreement that is acceptable to confer any that collegates the

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transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has entered into a written assumption agreement with transferee and formally releases Borrower.

Whender 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.

BY SIGNING BELOW, Borrow er accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider. Borrower agrees to execute any document necessary to reform this Agreement to accurately reflect the toms of the Agreement between Borrower and Beneficiary or if the original Note, Trust Deed or other accument is lost, mutilated or destroyed. en.

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1-4 FAMILY RIDER Assignment of Rents

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THIS 14 FAMILY RIDER is made this 22nd day of December, 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 Sec 119 Borrower's Note to Washington Mutual Bank, FA
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
415 25TH AVE, BELLWOOD, IL 60104
[Property Address]

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now and hereafter attached to the Property to the extent they are fixtures 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 apportance, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, snades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings, 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 leasehold 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, egree to or make a change in the use of the Property or its zoning classifications, 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 federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

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- D. RENT LOSS INSURANCE: Burnarios solar maintain insurance against rent ross in addition or the other hazards for which insurance is required by Section 6.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is usalened
- F. BORPUNER'S OCCUPANCY. Unless Lender and Borrower etherwise agree in writing, the Section 6 concerning Borrower's occupancy of the Property is deleted.
- **G. ASSIGN'/JENT OF LEASES.** Upon Lender's request after default. Bottower 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 wood flease' shall recan flooblease of the Security Instrument is an all leasehold.

H. ASSIGNMENT OF RENTS: APPOINTMENT OF RECEIVER: LENDER IN POSSESSION

Borrowers 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 tenach of the Property shall pay the Rents of Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Fortower notice of default pursuant to Section 22 of the Security instrument and (ii) Lender has given notice to the tenants) that the Rents 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 default to Borrower, if) of Finits received by Borrower shall be neithed by Borrower as trustee for the benefit of Lender only, to of applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Bents of the Property, (iii)Borrower agrees that each tenant of the Property shall pay all Bents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (cylundess applicable law provides otherwise, all Bents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collection the Bents, including, but not limited to, attorney's less receiver's less, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other phanges 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 those Bents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of a commanage the Property and collect the Bents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents or 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 Lander for such purposes shall become indebtedness of Botrower to Lender secured by the Security Instrument pursuant to Section 9.

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

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, Leider, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate 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 breach under any note or agreement in which 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.

BY SIGNING BELOW, Borrower accepts is 1-4 Family Rider.

Tayant Man 12-12-05 BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

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ORDER NO.: 1301 - 004363772

ESCROW NO.: 1301 - 004363772 1

STREET ADDRESS: 415 25TH AVENUE

CITY: BELLWOOD **ZIP CODE:** 60104 COUNTY: COOK

TAX NUMBER: 15-10-300-003-0000

DOOR TOOK COL

LEGAL DESCRIPTION:

THE SOUTH 1/2 OF THE NORTH 1/2 OF LOT 9 IV BLOCK 5, IN WILLIAM B. WALRATH'S SUBDIVISION OF PART OF THE WEST 17.02 CHAINS OF SECTION 10, YOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE PLAT OF SAID SUBDIVISION, E 25, RECORDED OCTOBER 13, 1910 IN BOOK 108 OF PLATS, PAGE 25, AS DOCUMENT 4643766, IN COOK COUNTY, ILLINOIS.