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Doc#: 0605821014 fee: \$80.00
Date: 02/27/2006 11:04 AM Pg: 1 of 24
Cook County Recorder of Deeds
*RHSP FEE \$10.00 Applied

Return To:
FIRST NATIONAL BANK OF ARIZONA
P.O. BOX 66604
PHOENIX, AZ 85082

Prepared By:

13840 BALLANTYNE CORP PL 200
CHARLOTTE, NC 28277

[Space Above This Line For Recording Data]

MORTGAGE

MIN 1001355-4000074947-4

DEFINITIONS

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

(A) "**Security Instrument**" means this document, which is dated NOVEMBER 16, 2005, together with all Riders to this document.

(B) "**Borrower**" is JESUS LUNA

Borrower is the mortgagor under this Security Instrument.

(C) "**MERS**" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

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ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3014 1/01

VMP -6A(IL) (0010)

MW 10/00

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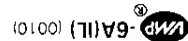
VMP MORTGAGE FORMS - (800)521-7291



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loan "under RESPA. to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Loan, (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, value and/or condition of the Property.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the

(L) "Escrow Items" means those items that are described in Section 3. (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

<input checked="" type="checkbox"/>	Adjustable Rate Rider	<input type="checkbox"/>	Condominium Rider
<input type="checkbox"/>	Balloon Rider	<input checked="" type="checkbox"/>	Planned Unit Development Rider
<input type="checkbox"/>	VA Rider	<input type="checkbox"/>	Biweekly Payment Rider
<input type="checkbox"/>	Second Home Rider	<input type="checkbox"/>	Other(s) [specify]

Riders are to be executed by Borrower [check box as applicable]:
 (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges Property.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Payments and to pay the debt in full not later than

(U.S. \$244,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic

Dollars The Note states that Borrower owes Lender TWO HUNDRED FORTY FOUR THOUSAND AND NO/100

(E) "Note" means the promissory note signed by Borrower and dated NOVEMBER 16, 2005

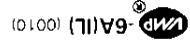
Lender is a NATIONAL BANKING ASSOCIATION organized and existing under the laws of UNITED STATES OF AMERICA Lender's address is 13840 BALLANTYNE CORP PL #200, CHARLOTTE, NC 28277

(D) "Lender" is FIRST NATIONAL BANK OF ARIZONA

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, 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.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

Parcel ID Number: 13-26-121-040-0000
2928 N. HAMLIN AVE.
CHICAGO
("Property Address"):

which currently has the address of
[Street] 60618 [City], Illinois [Zip Code]

of COOK COUNTY
SEE ATTACHED LEGAL DESCRIPTION

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

TRANSFER OF RIGHTS IN THE PROPERTY
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

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due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke 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, instrumentally, or jointly (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 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 funds 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 12 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 amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 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 Escrow Items, Borrower shall pay them in the manner provided in Section 3. Borrower shall promptly discharge any lien which has priority over this Security Instrument 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

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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

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

5. Property 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 any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or more of the actions set forth above in this Section 4.

Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or

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which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If

Property as Borrower's principal residence. representations include, but are not limited to, representations concerning Borrower's occupancy of the (or failed to provide Lender with material information) in connection with the Loan. Material knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause. Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give such repair or restoration.

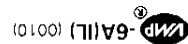
to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower promptly repair the Property damaged to avoid further deterioration or damage. If insurance or determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in destroy, damage or impact the Property, allow the Property to deteriorate or commit waste on the 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not

circumstances exist which are beyond Borrower's control. otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender residence within 60 days after the execution of this Security Instrument and shall continue to occupy the 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal

to pay amounts unpaid under the Note or this Security Instrument, whether or not then due. coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance period will begin when the notice is given. In either event, or if Lender acquires the Property under insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance Section 2.

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in

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Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund. Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for

premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, Insurance premiums).

of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage these agreements. These agreements may require the mortgage insurer to make payments using any source are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may Insurance.

may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Lender providing for such termination or until termination is required by Applicable Law. Nothing in this requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to Insurance as a condition of making the Loan and Borrower was required to make separately designated separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage provided by an insurer selected by Lender, again becomes available, is obtained, and Lender requires reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall be payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be we due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these available, Borrower shall continue to pay to Lender the amount of the separately designated payments that mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain previously provided such insurance and Borrower was required to make separately designated payments that the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, **13 Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Lender agrees to the merger in writing.

lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the payment.

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

under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned entering the Property to make repairs, change locks, replace or board up doors and windows, drain water its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including

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15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrowers' notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address in stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

of such overcharge. direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge. prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by reduction will be treated as a partial prepayment without any prepayment charge (whether or not a owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the that the interest or other loan charges collected or to be collected in connection with the Loan exceed the If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so fees that are expressly prohibited by this Security Instrument or by Applicable Law.

In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. **14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Section 20) and benefit the successors and assigns of Lender.

writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Borrower's obligations and liability under this Security Instrument. Borrower shall not be released from all of Borrower's rights and benefits under this Security Instrument in writing, and is approved by Lender, shall obtain Borrower's obligations under this Security Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes co-signer's consent. make any accommodations with regard to the terms of this Security Instrument or the Note without the Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who

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

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

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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 the Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESSPA

right to reinstate shall not apply in the case of acceleration under Section 18. obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such reinstatement sums and expenses in one or more of the following forms as selected by Lender: (a) unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue reasonably require to assure that Lender's interest in the Property and rights under this Security interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's expenses incurred in enforcing this Security Instrument, including but not limited to, reasonable attorneys' as if no acceleration had occurred; (b) cures any default or any other covenants or agreements; (c) pays all Borrower; (a) pays Lender all sums which then would be due under this Security Instrument and the Note to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time, **19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Security Instrument without further notice or demand on Borrower.

these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall

Applicable Law. written consent. Lender may require immediate payment in full of all sums secured by this Security is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower

escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser. "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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, **17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

take any action. include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to

corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and As used in this Security Instrument: (a) words of the masculine gender shall mean and include

given effect without the conflicting provision. Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be

the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In

Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or if obligations contained in this Security Instrument are subject to any requirements and limitations of

governed by federal law and the law of the jurisdiction in which the Property is located. All rights and **16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be

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Form 3014 1/01

Page 13 of 15

IMP-6A(ILL) (0010)

Initials:

3253006212

4000074947

Property of [Redacted]

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

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

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 paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

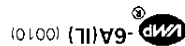
22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (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 assert in the foreclosure proceeding 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.

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

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Form 3014 1/01

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3253006212

4000074947

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

JESUS LUNA

Witnesses:

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

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Form 3014 1/01

Page 15 of 15

IMP-6A(ILL) (0010)

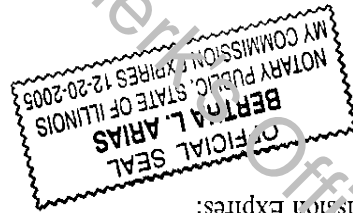
Initials: *LL*

32530006212

4000074947

Property of Cook County Clerk's Office

[Signature]
Notary Public



My Commission Expires:

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth *11/11/05* day of *November*, 2005

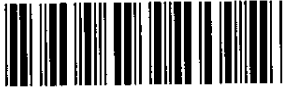
, a Notary Public in and for said county and

County ss:

Cook

STATE OF ILLINOIS,
L. Bertha L. Arias
do hereby certify that
JESUS LUNA

UNOFFICIAL COPY



VMP MORTGAGE FORMS - (800)521-7291
Page 1 of 4 MW 06/00 Initials: 12
Form 3138 1/01 VMP-838R (0006)

MULTISTATE ADJUSTABLE RATE RIDER-LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) - Single Family-Fannie Mae Uniform Instrument

3253006212 4000074947

The interest rate I will pay may change on the first day of DECEMBER, 2010, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(A) Change Dates

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES
The Note provides for an initial interest rate of 5.1250% . The Note provides for changes in the interest rate and the monthly payments, as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

Instrument, Borrower and Lender further covenant and agree as follows:
ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security AND THE MAXIMUM RATE BORROWER MUST PAY.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME

[Property Address]

2928 N. HAMLIN AVE., CHICAGO, IL 60618

("Lender") of the same date and covering the property described in the Security Instrument and located at:

FIRST NATIONAL BANK OF ARIZONA

THIS ADJUSTABLE RATE RIDER is made this 16TH day of NOVEMBER, 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 ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

ADJUSTABLE RATE RIDER (LIBOR Six-Month Index (As Published In The Wall Street Journal) - Rate Caps)

UNOFFICIAL COPY

3253006212
WMP-838R (0006)

Page 2 of 4

Form 3138 1/01

Initials: JS

4000074947

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(F) Notice of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(E) Effective Date of Changes

months. My interest rate will never be greater than 1.0000 % from the rate of interest I have been paying for the preceding 6 percentage points ()

never be increased or decreased on any single Change Date by more than ONE 12.1250 % or less than 2.7500 %. Thereafter, my interest rate will

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than my monthly payment. The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of

addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

(C) Calculation of Changes

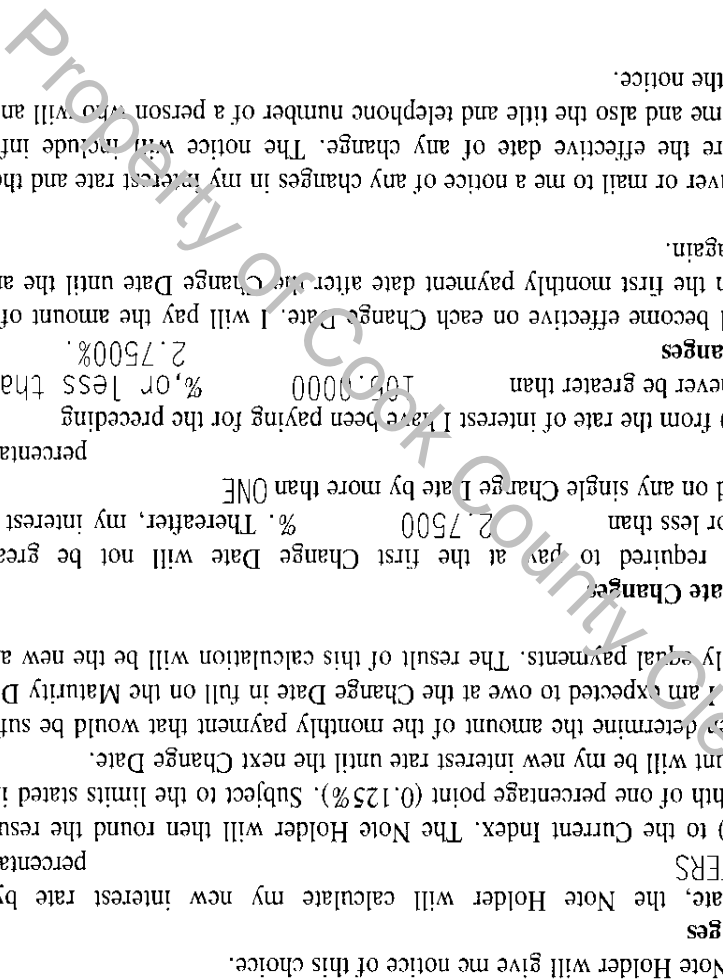
Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE / QUARTERS (2.7500 %) to the Current Index. The Note Holder will then round the result of this

comparable information. The Note Holder will give me notice of this choice. If the Index is no longer available, the Note Holder will choose a new index that is based upon "Current Index."

business day of the month immediately preceding the month in which the Change Date occurs is called the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the



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Form 3138 1/01

Page 3 of 4

IMP-838R (0006)

Initials: JK

4000074947

3253006212

If Lender exercises the option to require immediate payment in full, 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.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the 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 releases Borrower in writing.

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 written 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably 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 Security Instrument is acceptable to Lender.

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.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
 Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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Property of Cook County Clerk's Office

IMP-838R (0006)

Page 4 of 4

Form 3138 1/01

3253006212

4000074947

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

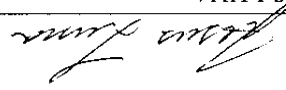
(Seal) -Borrower

JESUS LUNA
Jesus Luna

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

UNOFFICIAL COPY

JESUS LUNA



Property of *Truist Bank*

Dated: 11-16-25

At the end of the Interest-Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal balance that I am expected to owe in substantially equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the interest-only period, my payment amount will not be adjusted due to voluntary principal payments.

During first ten (10) years after loan closing ("interest-only period"), the Note Holder will determine the amount of the monthly payment that would be sufficient to pay accrued interest on the unpaid principal balance. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the interest-only period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the interest-only period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest at the then current interest rate on the lower unpaid principal balance.

Before each Change Date, the Note Holder will calculate my new interest rate by adding percentage point(s) (2.750%) to the Current Index for such Change Date. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D), this rounded amount will be my new interest rate until the next Change Date.

TWO AND THREE QUARTERS

(C) Calculation of Changes

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

THIS ADDENDUM supersedes Section 4(C) of the Rider. None of the other provisions of the Note are changed by this Addendum.
THIS ADDENDUM is made this 16th day of NOVEMBER, 2005, and is incorporated into and intended to form a part of the Adjustable Rate Rider (the "Rider") dated the same date as this Addendum executed by the undersigned and payable to FIRST NATIONAL BANK OF ARIZONA (the Lender).

PROPERTY ADDRESS: 2928 N. HAMLIN AVE., CHICAGO, IL 60618

LOAN NUMBER: 3253006212

INTEREST-ONLY ADDENDUM TO ADJUSTABLE RATE RIDER

UNOFFICIAL COPY



MW 08/00

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
3253006212

4000074947
Form 3170 1/01
VMB-57R (0411)

Page 1 of 3

Initials: JL
VMP Mortgage Solutions, Inc.
(800)521-7291

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

Lender's prior written permission.

any lien inferior to the Security Instrument to be perfected against the Property without

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow

and requirements of any governmental body applicable to the Property.

make a change in the use of the Property or its zoning classification, unless Lender has

agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or

Instrument as the "Property."

Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security

a part of the Property covered by the Security Instrument (or the leasehold estate if the Security

all of which, including replacements and additions thereto, shall be deemed to be and remain

curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings,

disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades,

bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers,

fire prevention and extinguishing apparatus, security and access control apparatus, plumbing,

intended to be used in connection with the Property, including, but not limited to, those for

appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or

and shall also constitute the Property covered by the Security Instrument; building materials,

attached to the Property to the extent they are fixtures are added to the Property description,

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to

Security Instrument, Borrower and Lender further covenant and agree as follows:

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the

2928 N. HAMLIN AVE., CHICAGO, IL 60618

[Property Address]

and located at:

"Lender" of the same date and covering the Property described in the Security Instrument

(the

FIRST NATIONAL BANK OF ARIZONA

undersigned (the "Borrower") to secure Borrower's Note to

of Trust, or Security Deed (the "Security Instrument") of the same date given by the

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed

THIS 1-4 FAMILY RIDER is made this 16TH day of NOVEMBER, 2005,

1-4 FAMILY RIDER (Assignment of Rents)

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UMB-57R (0411)

Page 2 of 3

Form 3170 1/01

Initials: LT

3253006212

4000074947

and Lender may invoke any of the remedies permitted by the Security Instrument 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.

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. Borrower shall terminate when all the sums secured by the Security Instrument are paid in full. default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall not cure or waive any 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.

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.

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 Section 9.

derived from the Property without any showing as to the inadequacy of the Property as security. appointed to take possession of and manage the Property and collect the Rents and profits only those 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 only those Rents actually received; and (vii) Lender shall be liable to account for and other charges on the Property, and then to the sums secured by the Security Instrument; on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums shall be applied first to the costs of taking control of and managing the Property and unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents and unpaid to Lender's agents upon Lender's written demand to the tenant; (iv) of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due by the Security Instrument; (iii) Lender shall be entitled to collect and receive all of the Rents held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured if Lender gives notice of default to Borrower; (ii) all Rents received by Borrower shall constitute an absolute assignment and not an assignment for additional security only.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument; and (iii) Lender has given notice to the tenant(s) 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.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, 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.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

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Form 3170 1/01

Page 3 of 3

4000074947
VMP-57R (0411)

3253006212

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

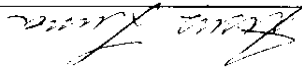
-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

JESUS LUNA



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

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

LOT 13 IN THE SUBDIVISION OF THE EAST HALF OF BLOCK 13 (EXCEPT THE SOUTH 174 FEET THEREOF) IN DAVLIN, KELLEY AND CARROLL'S SUBDIVISION OF THE NORTH WEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION

Tax ID Number: 13-26-121-040-0000
Property Address: 2928 North Hamlin
Chicago, Illinois 60618