# **UNOFFICIAL CO**



Doc#: 0620105269 Fee: \$150.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 07/20/2006 12:33 PM Pg: 1 of 28

Return To: HLB Mortgage 520 Broadhollow Road Melville, NY 11747

Prepared By: Julie Van Dyke 1245 E. Diehl Road Suite 305 Naparville, IL 60563

> [Space Above This Line For Recording Data] Sold Or C

### **MORTGAGE**

MIN 100024200012918963

FIRST AMERICAN TITLE

1412376

#### **DEFINITIONS**

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

(A) "Security Instrument" means this document, which is dated June 16, 2006 together with all Riders to this document.

(B) "Borrower" is WILLIAM J. COUVELIS, and Loyanne Couvelis, as Co-Trustees under the Couvelis Family Trust dated July 3, 2003

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 mortgage under this Security Instrument. MERS is organized and existing under the laws of Delaware, and bis in address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

DOC #:323151

APPL #:0001291896

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



VMP MORTGAGE FORMS - (800)521-7291

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(D) "Lender" is HLB Mortgage
Lender is a Corporation .
organized and existing under the laws of State of New York
Lender's address is 520 Broadhollow Road, Melville, NY 11747
The state of the s
(E) "Note" means the promissory note signed by Borrower and dated June 16, 2006
The Note states that Borrower owes Lender Five Hundred Thousand and No/100
U.S. \$500,000.00 Dollars  Online Periodic Period
7 First Mars Profit and Profit des to pay this debt in regular Periodic
(F) "Propert," means the property that is described below under the heading "Transfer of Rights in the
Property."
(G) "Loan" me as the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, rate all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument, plus interest.  (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
Riders are to be executed by Borrower [check box as applicable]:
WAR AND BY DO SO THE STATE OF T
Balloon Rider  Second Home Rider  Second Home Rider  LA Family Rider
WA District of the Development reder
VA Rider Bircokly Payment Rider Other(s) [specify]
C:
(I) "Applicable Law" mans all average and a second
(I) "Applicable Law" means all compositions applicable federal, state and local statutes, regulations,
ordinances and administrative rules and crd'rs (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and A see sments" means all dues, fees, assessments and other charges that are imposed on Porrover on the Processor to t
charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfor" moore on transformation
(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-f-rale transfers, automated teller machine
transactions, transfers initiated by telephone, wire transfers, and a tomated clearinghouse transfers.  (L) "Escrow Items" means those items that are described in Section 3
(M) "Miscellaneous Proceeds" means any compensation, settlement, a word 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) conveyence in line of any part of the Property;
(iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or onliss one as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the
Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal an i interest under the
Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its
implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from 'ir.e' o time,
or any additional or successor legislation or regulation that governs the same subject matter. As used in this
Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a
"federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan"
under RESPA.
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EXHIBIT A

#### LEGAL DESCRIPTION

Legal Description: UNIT 101 IN THE 1147 WEST OHIO CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

#### PARCEL 1:

LOT 1 IN BLOCK 25 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 32 TO 35 AND THE EAST 0.14 FEET OF THE NORTH-SOUTH PUBLIC ALLEY LYING WEST OF AND ADJOINING SAID LOT 32 IN BLOCK 25 IN CEDEN'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26419202 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, WAINOIS.

Permanent Index #'s: 17-08-237-033-1001 (ol. 0589)

Property Address: 1147 West Ohio Street, Unit 101 Chicago, Illinois 60622

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(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.

#### TRANSFER OF RIGHTS IN THE PROPERTY

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 Sceurity 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 p. sig. s of MERS, the following described property located in the County [Type of Revording Jurisdiction] of

ATTACH LFGAL DESCRIPTION HERETO AND MADE A PART HEREOF.

Cook

Cooperation of the state of the Parcel ID Number: 17-08-237-033-1001

1147 W Ohio St #101

Chicago

("Property Address"):

which currently has the address of

[Name of Recording Jurisdiction]:

[Street]

[City], Illinois 60622

[Zip Code]

TOGETHER WITH all the improvements now or here ite, 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 I w or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to excer so 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 canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estat; hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is una numbered, 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 u.e and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrumer, overing real property.

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Co. rges. 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

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pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Pryments are deemed received by Lender when received at the location designated in the Note or at such ther 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 waiter of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but I ender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payme n is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may no! such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not d, s, within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall row re Borrower from making payments due under the Note and this Security Instrument or performing the cover and agreements secured by this Security Instrument.

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Deriodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for ayment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Secrety Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the in operty, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgare Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dres, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pry the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds item and or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Burower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of

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

Lenc'er 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 stimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shell be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Ler der, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender and 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 and accounts a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid or in 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, vithout charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds hed 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 Funus 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, as assements, 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 norm or 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 hour which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien Within 10

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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.

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, carthquakes 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 p.y., in connection with this Loan, either: (a) a one-time charge for flood zone determination services and substitute tharges 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 Fede al Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

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 it 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 1 aw 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 regonation 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

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excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of uncarned 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. Occ. par cy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days (1); 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 "corower's control.
- 7. Preservation, Mair tenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or lecreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not connectedly feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single paymon or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation to the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the interior on the Property. Lender shall give Borrower notice at the time of or prior to such an interior in pertion specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Process or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or itatements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Toperty as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in 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 Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for 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 fire whatever is 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 appring the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a life a which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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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 of disbur en ent and shall be payable, with such interest, upon notice from Lender to Borrower requesting payable.

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

10. M'10'.90 Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall 1 a, the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insura co coverage required by Lender ceases to be available from the mortgage insurer that previously provided suc'i 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 Niorigage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amou a of the separately designated payments that were due when the insurance coverage ceased to be in effect. Linder will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and I order shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer r quire loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender reguires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires sep rately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insuran e as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage In urance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insular ce 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 oc. 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 riduce 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 insurer to make providents using any source of funds that the mortgage insurer may have available (which may include funds the builty of from Mortgage Insurance premiums).

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

(a) Any such agreements will not affect the amounts that Borrower has agree 1 to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount

Borrower 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 - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage

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Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby

assigned to and shall be paid to Lender.

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

In the event of a ctal taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the suns secured by this Security Instrument, whether or not then due, with the excess, if

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

In the event of a partial taking, described on, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing the Miscellaneous Proceeds shall be applied to the sums

secured by this Security Instrument whether or not the suns are then due.

If the Property is abandoned by Borrower, or in our notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make ar av and 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

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

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied

in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument grant of by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings a a not any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or

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any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments form third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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 for this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's Aughs and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The coverages and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charge. Lender may charge Borrower fees for services performed in connection with 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. 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 fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

15. Notices. All notices given by Borrower or Lenger w connection with this Security Instrument must be in writing. Any notice to Borrower in connection with anis Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or vine actually delivered to Borrower's 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 Linder. 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 tirge. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection vith this Security Instrument shall not be deemed to have been given to Lender unless Law, the Applicable Law equirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument's and be governed by federal law and the law of the jurisdiction in which the Property is located. All rights are obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be signed, but such silence shall not be construed as a prohibition against agreement by contract. In the event and provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall

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not affect other provisions of this Security Instrument or the Note which can be given effect without the 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. We 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 per on and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender way require immediate payment in full of all sums secured by this Security Instrument. However, this option swell not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or lemand on Borrower.

19. Borrower's Right to Rein tate 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 lab of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law inight specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but no limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (1) 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 ir strument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lencer: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided say 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 re-astate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note of partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior ruce to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collect: Per odic Payments due under the Note and this Security Instrument and performs other mortgage loan service, obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or increasinges of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a

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notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonal after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as axic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gaso'ne kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, reaterials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means feder it lays and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribite 10, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely infects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage of the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to no mal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any irrestigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leak now discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or their remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation of a Lender for an Environmental 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 5 curity Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further is form 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 at expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon pa/ment 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, has only if the fee is paid to a third party for services rendered and the charging of the fee is permitted unler Applicable Law.
- 24. Waiver of Homestead. In an indexed with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois bur estead exemption laws.
- 25. Placement of Collateral Protection In aronce. 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 Portower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender archases 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 added to Borrower's total outstanding balance or obligation. The costs of the insurance may be added to Borrower Borrower may be able to obtain on its own.

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Form 3014 1/01

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Security Instrument and in any Rider exec	uted by Bo	orrower and recorded with it.
Witnesses:		
		(Seal)
		Borrower -Borrower
0.		
		Colonia
O <sub>A</sub>		(Seal)
	V	MILLIAM J. LOTHEUS INDIVIDUALLY AND AS
		RUSTEE OF THE COUVELIS FAMILY TRUST INSTRUMENT DATED JULY 3,2003
Ox		OR THE BENEFIT OF WILLIAM J. COUVEUS
<u> </u>	(Seal)	(Seal)
	-Borrower	-Borrower
	0	
	4	
	' (	
	(Seal)	(Seal)
	-Borrower	-Borrower
		*Ox.
()		$24 \alpha \alpha$
VOXCALL (CILLOSS	_ (Seal)	CACALL OLULIS (Seal)
ovanne Couvelis	-Borrower	-Borrower
		POTANUE CLUVELIS INDIVIDUALLY AND AS
		TRUSTEE OF T. & LOUVEUS FAMILY TRUST
		LINDER THE TRUST INSTRUMENT DATED JULY 3, 2003 FOR THE BENEFIT OF ROVANNE
		COUVELIS
		1/0

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STATE OF ILLINOIS.

County ss:

, a Notary Public in and for said county and

I, TYPNI S. LEVIN , a Notary Public in and for said coun state do hereby certify that WILLIAM J. COUVELIS AND ROVANNE COUVELIS

persocally 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.

Given var'er my hand and official seal, this

16th

day of June, 2006

My Commission Extrace: 4-2-2007

\*OFFICIAL SCAL Notary Public, State of Illino's

Lake County

My Commission Expires April 2, 2007

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#### ADJUSTABLE RATE RIDER

(12-MTA Index - Payment and Rate Caps)

(12 1/11/1 Indea A dyment and Peace Caps)
THIS ADJUSTABLE RATE RIDER is made this 16th day of June, 2006 and is
incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, o
Security Deed (the "Security Instrument") of the same date given by the undersigned (the
"Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to
HLB Mortgage
(the "Lender") of the same late and covering the property described in the Security Instrument and located at:
1147 W Ohio St #101, Chicago, IL 60622
(Property Address)

THIS RIDER CONTAINS PROVISION'S ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. BECAUSE MY INTEREST RATE WILL CHANGE MORE FREQUENTLY THAN MY MONTHLY PAYMENT, AND BECAUSE THERE ARE LIMITATIONS ON MY MONTHLY PAYMENT INCREASES, THE MOUNT OF MY MONTHLY PAYMENT MAY NOT FULLY PAY THE INTEREST THAT ACCRUES. AS A RESULT, THE PRINCIPAL AMOUNT I MUST REPAY COULD BE LARGER THAN THE AMOUNT I ORIGINALLY BORROWED, BUT NOT MORE THAN 125.000% OF THE ORIGINAL AMOUNT (OK \$ 625,000.00 ). 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 has been paid. I will pay interest at a yearly rate of 1.000 % until June 30, 2006 , and the initial monthly payment provided for in the Note will be based on this rate. Commencing July 1, 2006 , I will pay interest at a yearly rate of 7.357 %. Thereafter, the interest rate I will pay may change in accordance with Section 4 of the Note.

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

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES (A) Change Dates

The interest rate I will pay may further change on the 1st day of August, 2006, and on that day every month thereafter. Each such date on which my interest rate could change is called a "Change Date."

#### (E) The Index

On each Change Date, my interest rate will be based on an Index. The "Index" is the Twelve-Month Awar ge, determined as set forth below, of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H. 15)" (the "Monthly Yiel's"). The Twelve-Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12.

The most recent Index figure available as of the date 15 days before each Change Date is called the "Current Index"

If the Index is no longer a rails ble, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Interest Rate Change

Before each Change Date, the Not. Holder will calculate my new interest rate by adding Three and 75. Thousandths percentage points 3.075 % ("Margin") to the Current index. The Note Holder will then round the result of this addition to the nearest one-thousandth of one percentage point (0.001%). Subject to the limits stated in Section 4(D) below, this rounded ance will be my new interest rate until the next Change Date. In the event a new Index is selected, pursuant to paragraph 4(B), a new Margin will be determined. The new Margin will be the difference between the average of the old Index for the most recent three year period which ends on the last date the last date the old Index was available and the average of the new Index for the most recent three year period which ends on that date (or if not available for such three year period, for such time as it is available). This difference will be rounded to the next higher 1/8 of 1%.

#### (D) Interest Rate Limit

My interest rate will never be greater than 9.950 % ("Cr<sub>k</sub>"), except that following any sale or transfer of the property which secures repayment of this Note after the first interest rate Change Date, the maximum interest rate will be the higher of the Cap vi 5 percentage points greater than the interest rate in effect at the time of such sale or transfer.

#### (E) Payment Change Dates

Effective every year commencing August 1st, 2007 and on the same date each twelfth month thereafter ("Payment Change Date"), the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the projected l'incipal balance I am expected to owe as of the Payment Change Date in full on the maturity date at the interest rate that will become effective one month prior to the Payment Change Date in substantially equal payments. The result of this calculation is the new amount of my monthly

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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 Payment 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 ½% more or less than the amount I have been paying. This payment cap applies only to the principal and interest 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 the initial monthly payment will be based on the Initial Rate, which may be different than the Sposequent Rate, my initial monthly payment could be less or greater than the amount of the interest point (the "Interest Portion") of the monthly principal and interest payment that would be sufficient to repay the unpaid Principal I owe in full on the maturity date in substantially equal payments. Additionally, 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. 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 account 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 125.000% of the principal amount originally borrowed. In the event my unpaid Principal would otherwise exceed that 125.000% limitation, I will begin paying a new monthly payment until the next Payment Change Date notwithstanding the 7 ½% annual payment increase limitation. The new monthly payment will be an amount which would be sufficient a repay my then unpaid Principal in full on the maturity date at the interest rate in effect one month prior to the payment due date in substantially equal payments.

#### (I) Required Full Monthly Payment

On the \_\_\_\_\_\_ anniversary of the due date of the riest monthly payment, and on that same day every \_\_\_\_\_ 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 t... amount of my monthly payment before the effective date of any change. The notice will not le information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

#### (K) Failure to Make Adjustments

If for any reason Note Holder fails to make an adjustment to the interest rate or payment amount as described in this Note, regardless of any notice requirement, I agree that Note Holder may, upon discovery of such failure, then make the adjustment as if they had been made on time. I also agree not to hold Note Holder responsible for any damages to me which may result from Note

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Holder's failure to make the adjustment and to let the Note Holder, at its option, apply any excess monies which I may have paid to partial prepayment of unpaid Principal.

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

Section 18 of the Security Instrument is amended to read as follows:

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 to interest in the Property is sold or transferred (or if a beneficial interest in Borrower is solu or transferred and Borrower is not a natural person) without Lender's prior written consen. I ender may require immediate payment in full of all sums secured by this Security Instrumer. Mowever, this option shall not be exercised by Lender if 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; (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 Agreement or other obligations related to the Note or other loan document is acceptable to Lender, (c) Assuming party executes Assumption Agreement a crptable to Lender at its sole choice and discretion, which Agreement may include an increase to Cap as set forth below and (d) payment of Assumption Fee if requested by L. ..der.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption, and Lender may increase the maximum interest rate limit to the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of the transfer. Lender may also 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 has entered into a written assumption agreement with transferee and formally releases Borrower.

If Lender exercises this option, Lender shall give Lorower 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 provall 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, Borrower 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 terms of the Agreement between Borrower and Bene.iciary or if the original Note, Trust Deed or other document is lost, mutilated or destroyed.

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(Seal)	(Seal)
M J. COUVELIS Borrowd	-Borrower
Cxaul Carles (Seal)	
	(Seal)
-Воггоwег	-Borrower
(Seal)	(Seal)
-Borrower	-Borrower
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### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 16th day of June, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Dad (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Boiro ver's Note to HLB Mortgage

(the

"Lender") of the same date and covering the Property described in the Security Instrument and located at: 1147 W Ohio St #101, Chicago, IL 60622

[Property Address]

The Property includes a uni. in, together with an undivided interest in the common elements of, a condominium project known as: 1147 W. Ohio St. Condo Asscc.

[Name of Condominium Project]

(the "Condominium Project"). If the or pers association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borr ver's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by 1a vs; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association main ains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Proje a which is satisfactory to Lender and which provides insurance coverage in the amounts (including deducible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the

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APPL #:0001291896

MULTISTATE CONDOMINIUM RIDER-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance cover re on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Londer requires as a condition of this waiver can change during the term of the loan.

Borrows, shall give Lender prompt notice of any lapse in required property insurance coverage provided by r e r aster or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and s'all be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due. With the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds the Lie applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall "ot, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or en mination required by law in the case of substantial destruction by fire or other casualty or in the case of a "al ing by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documen's if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Leader.

F. Remedies. If Borrower does not pay condominium dues and a sess nents when due, then Lender may pay them. Any amounts disbursed by Lender under this paragrap. F s'all become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note pay and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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Condominium Rider.	, borrower accepts and agrees to	the terms and provisions contained in this
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1. 1.0	> 1	
W J COUVELIS	(Seal) -Borrower	(Seal
	-Boilowe,	-Воггоже
Roxanie Ca	Well (Scal)	(Seal
	-Borrower	-Borrower
	Co	
	(Stal)	(Scal
		201101101
	-Borrower	(Seal)
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### INTER VIVOS REVOCABLE TRUST RIDER

### DEFY IT IONS USED IN THIS RIDER.

(A) "Revocable Trust." The Couvelis Family Trust

Trust created under trust instrument

dated July 3, 2003

, for the benefit of William J Couvelis

, and is incorporated into and shall be deemed to amend and

(B) "Revocable Trust Trustee(s)."

William J Couvelis

trustee(s) of the Revocal . Trust.

(C) "Revocable Tru . Cettlor(s)."

William J Couvelis

settlor(s) of the Revocable Trust signing below.

(D) "Lender."

HLB Mortgage

(E) "Security Instrument." The Dead of Trust, Mortgage or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to Lender of the same date made by the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and any other natural persons signing such Note and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at: 1147 W Ohio St #101, Chicago, IL 60622

[Property Addres.

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this 16th

day of

June, 2006

supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Se.dor(s) and the Lender further covenant and agree as follows:

#### A. INTER VIVOS REVOCABLE TRUST.

### 1. CERTIFICATION AND WARRANTIES OF REVOCABLE TAU'T TRUSTEE(S).

The Revocable Trust Trustee(s) certify to Lender that the Revocal le Irust is an inter vivos revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).

#### MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

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The Revocable Trust Trustee(s) warrants to Lender that (i) the Revocable Trust is validly created under the laws of the State of Illinois ; (ii) the trust instrur ent creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of Illinois ; (iv) the Revocable Trust Trustee(s) lav. full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under apr ice ble law to execute the Security Instrument, including this Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (vi) the Revocable True Sctlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust; (viii) only the Kevocable Trust Settlor(s) hold the power to direct the Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or power of revocation over the key cable Trust.

2. NOTICE OF CHANGES IC REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUST IE S OR REVOCABLE TRUST OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUST IEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST.

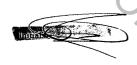
The Revocable Trust Trustee(s) shall provide timely notice to Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the trustee(s) of the Revocable Trust (whether such change is term or ry or permanent), or of any change in the occupancy of the Property, or of any sale, transfer, assignment or ther disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust

B. ADDITIONAL BORROWER(S).

The term "Borrower" when used in the Security Instrument she'll refer to the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing 'b', bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on a this tage of the Security Instrument, each covenant and agreement and undertaking of "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be entor eable by Lender as if such party were named as "Borrower" in the Security Instrument.

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

RepoGaiol Interest in Revocable Trust.

If, without Lender's prior written consent, (i) all or any part of the Property or an interest in the Property is soil or transferred or (ii) there is a sale, transfer, assignment or other disposition of any beneficial interest in Envocable Trust, Lender may, at its option, require immediate payment in full of all sums secured by 1'18 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Apphy ble Law.

If Lende, exercises this option, Lender shall give the Borrower notice of acceleration. The notice shall provide a period of lot less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower cast 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 netice of demand on Borrower.

BY SIGNING BELOW, the Levocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Thist Rider. iam J Couvelis rustee of the Couvelis Family Trust Trustee of the Couvelis Family Trust Trust under trust instrument dated July Tust under trust instrument dated July 2003 for the 3r1 2003 , for the benefit of William J Couvelts ber efit of C/C/T/S O/F/CO COUVELIS -Borrower OOC #:329113 -372R (9912) APPL #:0001291896

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### INTER VIVOS REVOCABLE TRUST AS BORROWER - ACKNOWLEDGMENT

BY SIGNING BELOW, the undersigned, Settlor(s) of the Couvelis Family Trust

Trust under tr.s' instrument dated William J Couvelis	July 3, 2003	, fe	or the benefit of
	covenants contained	d in this Security Instrument and any	rider(s) thereto
Canal Ogle	-Trust Settlor		-Trust Settlor
	-Trust Settlor		-Trust Settlor
	-Trust Settlor	0,	-Trust Settlor
	-Trust Settlor	4hx.	-Trust Settlor
MULTISTATE INTER VIVOS REVOCAI DOC #:329071 APPL	BLE TRUST AS BOR #:0001291896	ROWER/AC COWLEDGMENT	12/99
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