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This Instrument Prepared By:

After Recording Return To:

MILLENVIUM FINANCIAL CORPORATION 1122 N LASALLE CHICAGO, IILINOIS 60610

Doc#: 0635502190 Fee: \$74.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 12/21/2006 11:22 AM Pg: 1 of 26

[Space Above This Line For Recording Data] --

Loan Number: 146355389

MORTGAGE

MN: 1003158-0000000858-2

DEF'NITIONS

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 Instrurent" means this document, which is dated NOVEMBER 30, 2006 with all Riders to this docur ent.
- LARRY P LEONARD SR. AND CHARMAINE LEONARD, HUSBAND (B) "Borrower" is AND WIFE AS TENAN S IN COMMON

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Regi tration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's succe ssors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing un. er the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 579 MERS.

(D) "Lender" is MILLENNIUM FINANCIAL CORPORATION

ILLINOIS CORPORATION and existing under the laws of ILLINOIS

organized

Lender's address is 1122 N LASALLE, CHICAGO, ILLINUIS 60610

(E) "Note" means the promissory note signed by Borrower and dated NOV INTER 30, 2006 The Note states that Borrower owes Lender ONE HUNDRED THIRTY-FOUR THOUSAND FOUR HUNDRED AND 00/100 Dollars (U.S. \$ 134,400.)0) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 1, 2036

(F) "Property" means the property that is described below under the heading "Transfer of Right, in the Property."

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the Note, and all sums due under this	Security Instrument that are executed by Borrower. The following Riders are
opinions. J) "Community Association Dues,	prolling applicable federal, state and local statutes, regulations, ordinances and ave the effect of law) as well as all applicable final, non-appealable judicial Fees, and Assessments" means all dues, fees, assessments and other charges Property by a condominium association, homeowners association or similar
or similar outer instrument, which is i magnetic take to as to order, instruct, includes, but is not limited to, point-ortelephone, wire transfers, and automate (L) "Escrow items" means those item	cans any transfer of funds, other than a transaction originated by check, draft, initiated through an electronic terminal, telephonic instrument, computer, or or authorize a financial institution to debit or credit an account. Such term f-sale transfers, automated teller machine transactions, transfers initiated by ed clearinghouse transfers. In that are described in Section 3. In any compensation, settlement, award of damages, or proceeds paid by any
destruction of, the Property; (i) come er lieu of condemnation; or (iv) more property. (N) "Mortgage Insurance" means inc. (O) "Periodic Payment" means the replus (ii) any amounts under Section 3 of	eds paid under the coverages described in Section 5) for: (i) damage to, or mnation or other taking of all or any part of the Property; (iii) conveyance in relations of, or omissions as to, the value and/or condition of the Property. Jenus protecting Lender against the nonpayment of, or default on, the Loan. [201'x]: scheduled amount due for (i) principal and interest under the Note, of this security Instrument.
regulation, Regulation X (24 C.F.R. P. successor legislation or regulation tha "RESPA" refers to all requirements and even if the Loan does not qualify as a " (Q) "Successor in Interest of Borrow	Settlement are dures Act (12 U.S.C. §2601 et seq.) and its implementing art 3500), as they might be amended from time to time, or any additional or it governs the are subject matter. As used in this Security Instrument, restrictions that are imposed in regard to a "federally related mortgage loan" federally related more grege loan" under RESPA. Wer" means any party that has taken title to the Property, whether or not that ons under the Note and/or his Security Instrument.
TRANSFER OF RIGHTS IN THE	
For this purpose, Borrower does hereby m	er: (i) the repayment of the Loan, and all re ievels extensions and modifications prower's covenants and agreements under this Courley Instrument and the Note. nortgage, grant and convey to MERS (solely as norm nee for Lender and Lender's sors and assigns of MERS the following described proverty located in the of COOK: [Name of Recording Jurisdiction]
Int a	

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SEE ATTACHED LEGAL

which currently has the address of

40 N MENARD AVE #1B

CHICAGO [City] , Illinois 60644 [Zip Code] ("Property Address"):

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

BORROVF's COVENANTS that Borrower is lawfully seised 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 war arm are will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTFUME IT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. B) Tro we, and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Ls row Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the nebt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall by made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note of this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cas'a; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawr upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provision, in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may how such any plied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a rei sonale exercised of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such payments or claim

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which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. 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 which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower 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 outstanding, 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 charges 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 Miscellaneous 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 Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and a ses ments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property, (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required to Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lende, in ice of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are aired "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Ecrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Larray r shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for 27, or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow lte as at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and 162 ender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may 1 on re Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a cover ant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If non ower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount du for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be of 1ga ed under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Item; at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lende. 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 amoun. (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 (e.e. ral agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured or i 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 a count, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law parmits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be 1 aid or the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender agree

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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 o long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against Aforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien valle those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of a in 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 have give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall saisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may lequire 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 In sur in ... Borrower shall keep the improvements now existing or hereafter erected on the Property insured against Lss 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 s, nte ices can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrow it so biret to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may a quire Borrower to pay, in connection with this Loan, either: (a) a onetime charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subse went charges each time remappings or similar changes occur which reasonably might affect such determination or certure and . 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.

If Borrower fails to maintain any of the coverages describe, at ove, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no ob! ga' on to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower's equity in the Property, or the contents of the Property, against any risk, ha ard 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 to ained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Section 5 shall become additional debt of Borrower secured by this Section 5. amounts shall bear interest at the Note rate from the date of disbursement and shall by ayable, with such interest, upon notice from Lender to Borrower requesting payment.

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 mort gagee ind/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. In Land requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower cottoins any

(V Borrower Initials:

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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 mortgagee and/or as an additional loss payce.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has of end 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 unearned prer ums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Be rewer shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one ye r after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless externating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shair maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower sn' in 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 pairs and restoration in a single payment 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 for 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 improvements on the Property. Lender shall ever Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Local application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knownedge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but ar not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Pure wer shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortg. je Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the pier in as required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrow r v as a quired 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 c ist substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Bor ower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance to erage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in the of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender an no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lend r quires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires or rately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance, as a condition of making the Loan and Borrower was required to make separately designated payments toward the premains for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note

Mortgage Insurance reimburses Lender (or any entity that purchases the No.?) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mort age insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time o time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreet letts 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 payments using any source of funds that the mort age insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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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 agreed 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 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 or poltunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such trapection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a scient of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law required interest to be paid on such Miscellaneous Proceeds, Lender shall 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 vould be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whemer or pot 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 total aking destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this S curity Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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 part alt king, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrurac a immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds mul iplied 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 fair market 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, destruction, or loss in about the Property in which the fair market value of the Property immediately before the partial taking, destruction, c. less in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in /alve, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Berrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for dam ges. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collegar apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, 'n 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 cure such a default and, if acceleration has occurred, reinstate

Borrower Initials:

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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 other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for 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 granted 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 against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities 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, and and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not pursonally 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; and the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights 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 covenants and agreements of this Security Instrument shall the center agrees to such release in writing.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of projecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attement 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 i.e. 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 marimum 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 charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal over dunder the Note or by making a direct payment to Borrower. If 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 any such refund made by direct payment to Borrower will constitute a waive of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with his 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 Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applies be Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designand 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 ' L' nder's

Borrower Initials:

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address 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.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and 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 silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall 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, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

f all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a name) property is son and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender's prior written consent w

If Lender electises 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 in 31, any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 19. Borrower's Right to Keins ate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property region to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the ter ain in a of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions a c that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if waveleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses in curren in enforcing this Security Instrument, including, but not 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 are er this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by 'his security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may 1 qu're that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (2) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such theck is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (2) Flectronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured here'ny's tall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note of a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to B in ower. 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, it is Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelates to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change varch will

forrower Initials.	<u>C</u> 'Z		 	
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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 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 reasonable period 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 toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: asoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, terials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal le was and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) Fuvironmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Condition" means a condition that can cause, contribute to, or otherwise mgg r an Environmental Cleanup.

Borrower st.al' 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 a fects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products)

Borrower shall promptly give Lender writen notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory ageor y or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has acturated vledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Pazar lous 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 other remediation of any Hazardous Substance and cting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Ervironmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further ovenant 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 out prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) 'ae 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 () reir state after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or all other defense of Borrower to acceleration and for closure. If the default is not cured on or before the date specified

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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.

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.

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.

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 hat 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 in onto the second of the seco b : ad led to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of incura ce Borrower may be able to obtain on its own.

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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.

LARRY DEONARD	SRBorrower	CHARMAINE LEONARD	Borrov
	-Borrower		-Borrow
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			Opposition

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State of Illinois County of COOK

11-30-06 The foregoing instrument was acknowledged before me this LARRY D LEONARD SR., CHARMAINE LEONARD, HUSban 2 + Wife

	Signature of Person Taking Aoknowledgment
O _A	Title
(Seal)	Serial Number, if any

OFFICIAL SEAL
JOSEPH R SMITH
NOTARY PULLIC STATE OF ILLINOIS

MY COMMISSION F. P. RES: 10/17/07

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description: UNIT 40 B-1 1N THE WESTMINSTER CONDOMINIUM AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE NORTH 13 FEET OF LOT 150, ALL OF LOTS 151 AND 152 AND THE SOUTHERN 2 FEET OF LOT 153 OF THE PRAIRIE AVENUE ADDITION TO AUSTIN, IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED DECEMBER 28, 2005, AS DOCUMENT NO. 0536245135, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 16-05-420-019-0000 Vol. 0548

19Tel, Unit 41.

Office

Office Property Address: 40 North Menard, Unit 41b, Chicago, Illinois 60644

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INTEREST-ONLY ADDENDUM TO ADJUSTABLE RATE RIDER

DOC ID #: 146355389

THIS ADDENDUM is made this 30th day of NOVEMBER, 2006 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 MILLENNIUM FINANCIAL CORPORATION, AN ILLINOIS CORPORATION "_ender).

THIS ADDENDUM supersedes Section 4(C) of the Rider. None of the other provisions of the Now are changed by this Addendum.

4. INTEPEST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Before each (narge Date, the Note Holder will calculate my new interest rate by adding TWO AND 250/1000 percentage point(s) (2.250 %) 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.

During the Interest-Only Period, 1.2 Note Holder will then determine the amount of the monthly payment that would be sufficient to repay recrued interest. This will be the amount of my monthly payment until the earlier of the next Charge Date or the end of the Interest-Only Period unless I make a voluntary prepayment of principal ouring 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 the then current interest rate on the lower principal balance. At the end of the Interest-Only Perior, and on each Change Date thereafter, the Note Holder will determine the amount of the monthly p yn ent that would be sufficient to repay in full the unpaid principal that I am expected to owe at the and of the Interest-Only Period or Change Date, as applicable, in 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 reduced due to voluntary pregayments. T'S OFFICE

Interest Only Addendum to ARM Rider 2/6, 3/6, 5/6 and 7/6 Hybrid ARM FE-3501 (0602)

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

	LARRY D LEONARD SR.	11-30-06 Borrower
	CHARMAINE LEONARD	-Borrower
Opens or		-Borrower
		-Borrower
Interest Only Addendum to AR 2/6, 3/6, 5/6 and 7/6 Hybrid A FE-3501 (0602)	.RM	

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Loan Number: 146355389

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 30th day of NOVEMBER, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to MILLENNIUM FINANCIAL CORPORATION, AN ILLINOIS CORPORATION

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

40 N MENARD AVE #1B, CHICAGO, ILLINOIS 60644 [Property Address]

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

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on or used, or intended to be used in connection with the Property, including, but not limited to those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumping, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shad s, or tains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the I ror ry, described in the Security Instrument (or the leasehold estate if the Security Instrument is o 1 a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property"

- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body ar licable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected again t the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

Borrower Initials:

MULTISTATE 1-4 FAMILY RIDER Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3170 1/01

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- E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.
- 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.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) 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 to istitutes an absolute assignment and not an assignment for additional security only.

It ander gives notice of default to Borrower: (i) all Rents received by Borrower shall be held oy Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Londer or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but no . lin ited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenanc. co ts, insurance premiums, taxes, assessments and other charges on the Property, and then to the six as secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender s'all b entitled to have a receiver appointed to take possession of and manage the Propert, and collect the Rents and profits derived from the Property without any showing as to the ina teo acy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rent, any finds expended by Lender for such purposes shall become indebtedness of Borrower to Londer recured by the Security Instrument pursuant to Section 9.

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

Lender, or Lender's agents or a judicially appointed receiver, shall we be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver may do so at any time when a default occurs. Any application of Rents shall not cure or wait eany default

Borrower Initials:

MULTISTATE 1-4 FAMILY RIDER

Fannie Mee/Freddie Mac UNIFORM INSTRUMENT Form 3170 1/01

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or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

CROSS-DEFAULT PROVISION. Borrower's default or breach under any note
or agreement in which Lender has an interest shall be a breach under the Security Instrument
and Lender may invoke any of the remedies permitted by the Security Instrument.

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

(Seal) -Borrower (Seal) -Borrower -Borrower -Borrower -Borrower -Borrower -Borrower -Borrower -Borrower	Fannie Mae/Freddie Mac UNIFORM INSTRUMENT	DocMagic	CFORMS 800-645 (35) www.docmagic.c.m
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CHARMAINE LEONARD -Borrower (Seal) -Borrower -Borrower -Borrower	(Seal) -Borrower	C/	-Borrower
ARRY D LEONARD SRBorrower CHARMAINE LEONARD -Borrower (Seal)	00/		
	-Borrower		(Seal) -Borrower
		CHARMAINE LEONAR	AL FLO (Seal) Borrower

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MIN: 1003158-0000000858-2

Loan Number: 146355389

ADJUSTABLE RATE RIDER

(LIBOR Six-Month Index (As Published in The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 30th day of NOVEMBER, 2006 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 MILLENNIUM FINANCIAL CORPORATION, AN ILLINOIS CORPORATION

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

40 N MENARD AVE #1B, CHICAGO, ILLINOIS 60644

[Property Address]

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 AND THE MAXIMUM RATE BORROWER MUST PAY.

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES

7.500 %. The Note provides for changes The Note provides for an initial interest rate of in the interest rate and the r onthly payments, as follows:

INTEREST RATE AND WONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of DECEMBER, 2011 and on that day every 6th month thereafter Each date on which my interest rate could change is called a "Change Date."

The Index

Beginning with the first Change Date, my interes ray will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dol'ar-o nominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

MULTISTATE ADJUSTABLE RATE RIDER-LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)

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Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 250/1000 percentage points (2.250 %) to the Current Index. 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) below, this rounded amount will be my new interest rate until the next Change Date.

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 my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.500 % or less than 2.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO AND 000/1000

percentage points (2.000 %) from the rate of interest I have been paying for the preceding months. My interest rate will never be greater than 13.500 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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.

TRANSFER OF THE FRC PERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 18 of the S.cu ity Instrument is amended to read as follows:

Transfer of the Property or 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 interest transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interex, ir 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 mall 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 impair a by the loan

Borrower Initials: MULTISTATE ADJUSTABLE RATE RIDER--LIBOR SIX-MONTH INDEX

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assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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 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.

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

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· C	-B. (Seal)		-Borrower	
	(Seal) -Borrower	O CANAL O	-Borrower	
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Loan Number: 146355389

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 30th day of NOVEMBER, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to MILLENNIUM FINANCIAL CORPORATION, AN ILLINOIS CORPORATION

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

40 N MENARD AVE #1B, CHICAGO, ILLINOIS 60644 [Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

WESTMINSTER CONDOMINUM [Name of Condominium Project]

(the "(on ominium Project"). If the owners 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 Borrower'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 Lader urther covenant and agree as follows:

- A. Condominium Oblic ations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent I oct me ats. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Corw minium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall prompt'v pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owner Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Comfort rium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including teductible 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 incurence, then: (i) Lender waives the 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 coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

MULTISTATE CONDOMINIUM RIDER

Borrower Initials:

Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3140 1/01

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Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master 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 shall 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 shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's pr or written consent, either partition or subdivide the Property or consent to: (i) the abandonment or cruin ation of the Condominium Project, except for abandonment or termination required by law in the case of cube case of a taking by condemnation or eminent domain: (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lerucy; (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 Lender.
- F. Remedies. It Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amoun s dist used by Lender under this paragraph F shall 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 rate and shall be payable, with interest, upon notice from Lender to Bor over requesting payment.

County Clark's

Borrower Initials:

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

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(Seal) -BOTTOWER (Seal) -BOTTOWER MULTISTATE CONDOMINIUM RIDER Single Family—Fannie Mae/Freddie Mac UNIFORM INST) (Seal -Воптоwe
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