11-28-2006 18:52

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7-881 P IIII F-911

WHEN RECORDED RETURN TO: MID AMERICA BANK, FSB. 2650 WARRENVILLE ROAD SUITE 500 DOWNERS GROVE, IL 60515-1721

Doc#: 0713015003 Fee: \$40.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/10/2007 08:34 AM Pg: 1 of 9

When recorded mail to:
First American Title Insurance
Lenders Advantage
1100 Superior Avenue, Suite 200
Cleveland, Ohio 44114
ATTN: NATIONAL RECORDING

EQUITY CASH LINE MORTGAGE

THIS MORTGAGE is made this

29th

day of November, 2006

, betw:en the Mongagor,

ISRAEL GUZMAN, AND ESPERANZA GUZMAN, HUSBAND AND WIFE

(herein "Borrower") and the Mongagee, MidAmerica Bank. Fsb., (herein "Lender") a corporation organized and existing under the laws of the United St nes of America, whose address is

2550 WARRENVILLE PUAD. SUITE 500, DOWNERS GROVE, IL 60515-1721

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 100,000.00 , which indebtedness is evidenced by Borrower's Equity Agrees of and Promissory Note (herein "Note") providing for periodic payments as called for therein, with the balance of indebtedness, if not somer paid, due and payable on December 1st, 2026

TO SECURE to Lender the repayment of the indebtean as evidenced by the Note, with interest thereor; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook

State of Illinois:

LOT 14 THRU 16 IN BLOCK 29 IN PAUL F. KNEFEL AND COMPANY'S SUBDIVISION OF BLOCKS 29 AND 30 IN REES' SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 3: NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

12131058 IL FIRST AMERICAN LENDERS ADVANTAGE

FIRST AMERICAN LENDERS HOVAN I OPEN END MORTGAGE

Parcel ID#:19112040360000

which has the address of 5032 \$ CHRISTIANA AVE,

Chicago

Illinois

60632

(herein "Property Address");

[ZIP Code]

II. Equity Cash Line Mortgage-FNMA.FHLMC Uniform Instrume

[City

+01 487001*

01/04 Page 1 of 5

P.002/009 F-901

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borro ver covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Application of Payments. The borrower must pay to the Bank at least the minimum amount the in each billing cycle. Payment of more than the minimum payment in any billing cycle will not relieve the borrower from paying the minimum payment in any other billing cycle. Payments received will be applied in the following order when posted - (1) accrued interest, if any; (2) late charges, if say; (3) annual service fee and/or other charges, if any; (4) principal reduction.
- 3. Prior Mortge es and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if aπy.
- 4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may . There.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All in urance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien, which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of

loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to repond to Lender within 30 days fro n the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a fleim for insurance benefits, Lencer is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

- 5. Preservation and Maintenance of Property; Leascholds; Condominums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mor gage is on a unit in a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration or or venants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 6. Protection of Lender's Security. If Borrower fails to perform the covenants and agree news contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Proxecy, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mongage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in licu of condemnation, are I ereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lice which has priority over this Mortgage.
- 9. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 10. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights Lereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 her. of. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Leader under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 12. Notice. Except for any notice required ander applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certific I mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as I rovided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorney's fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and or this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement, which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of it is Mortgage.

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 delivered or mailed within which Borrower must pay all soms secured by this mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any re nedies permitted by this Mortgage without further notice or demand on Borrower.

17. Obligatory Advances. This mortgage secures the repayment of certain sums advanced to the borrower under the Equity Agreement and Promissory Note. Provided Borrower is not in default with respect to any covenant or a greement under the terms of this Mortgage, and the Equity Agreement and Promissory Note, including the covenants to pay when due any sums secured by this Mortgage, Lender is obligated from time to time and upon demand of the Borrower to advance such additional sums requested by Borrower up to the total face amount of this Mortgage.

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

- 18. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mulled to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable atteries's fees and costs of documentary evidence, abstracts and title reports.
- Borrower's Right to Leinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall here the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage, (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable atto ney's fees; and (d) Borrower takes such action as Lencer may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration and occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become the and payable.

Upon acceleration under paragraph 18 here of or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

- 21. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage; without charge to Borrower. Borrower shall pay all costs of recordation, if any.
 - 22. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Treperty.

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From- UNOFFICIAL COPY 881 P.005/009 F-9

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lie i which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of at y default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Sarael Spersman (Scal)	
ISRAEL GUZMAN	
Esperange Scall	
ESPERANZA GUZMAN	
Ox	
(Se al)	
7	
(Seal)	40
(Sign Original Only)	
STATE OF ILLINOIS,	County ss:
I,	
a Notary Public in and for said county and state do l ISRAEL GUZMAN, AND ESPERANZA GUZMAN, HUSB	nereby certify that
ISRAEL GUZMAN, AND ESPERANZA GOZFAN, MOSS	
, p	ersonally known to me to be the same rerson s) whose name(s)
subscribed to the foregoing instrument, appeared before	me this day in person, and acknowledged and he free and voluntary act, for the uses and remoses therein set
signed and delivered the said instrument as	
forth. Given under my hand and official scal, this	28 pay of November , 2006
My Commission Expires:	Notary Public Y
THIS INSTRUMENT WAS PREPARED BY:	0
KENNETH KORANDA	
2650 WARRENVILLE ROAD	"OFFICIAL SEAL"
SUITE 500	
DOWNERS GROVE, IL 60515-1721	NANCY VILLALOBOS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 04-12-2008 01/04 Page 5 of 5

[Space Above This Line For Recording Data]

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-f F/MILY RIDER is made this 29th 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 MID AMERICA BANK, FSB.

(the "Lender")

date and covering the Property unscribed in the Security Instrument and located at: 5032 S CHRISTIANA AVE Chicago, IL 60632

[Property Address]

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

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

317001

FNMA 3170 B/04 Page 1 of 3

MULTISTATE 1-4 FAMILY RIDER-Fannie Mae/Freddie Mac Uniform Instrument



- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - 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 POSISESSION. 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 Conder's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender's agents. However, Borrower shall receive the Rer ts until (i) Lender has given Borrower notice of default pursuant to paragraph 21 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 constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Dornower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lordor 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 Lender 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 to Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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

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

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

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

317002

11-28-2006 18:5

From UNOFFICIAL COPY-881 P.008/009 F-9

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

ISRAEL GUZMAN Seal -Borrower	Esperanza GUZMAN Seal BOTTOWER
Seal -Borrower	Seal · Borrower
Seal -Borrower	Seal Borrower
	Borrower

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UNOFFICIAL COPY

FACT OWNER'S AGREEMENT

Property .	Address: 5032 S CHRISTIANA AV	E Chicago 60	632
STATE C	OF <u>Illinois</u>	LOAN NO	0610191252
COUNTY	Y OF Cook	DATE	November 28, 2006
Title Insu understan	eement is being given to induce the Lender to be company to issue a Policy of Title Insured that any intentional or negligent misrepreser iminal liability, and I/We agree as follows:	rance to the Lender	in connection with the loan. I/We
1.	I/We acquired our property on Og/ / 1	994 (approximat	e date).
NOTE: I	Husband and Wife Unmarried Individual(s) Married Individual(s) - it is Married individual Married Individual Holaing Legal Title as So vesting deed) Domestic Registered Partner Trustee of Trust (if as Trustee of a Trust, I/W Trustee) Leasehold Interest Term Leasehold Tribal, Homelands, Ancestral Leasehold If holding title as married person(s), please ind	nal, my spouse is al le and Separate (so e agree to sign mor	le and separate estate must be created on tgage/deed of trust in our capacity as nave divorced, separated or have been
	since the date you acquired the Property as in please specify:		YesNo
 3. 4. 	IAWe disclosed all mortgages/deeds of trust a	nd other liens agair, and other than the st or liens against N Property are either e pay them directly	paid through my/our first r.ortgage/deed of
5.	I/We acknowledge that the Exhibit A Legal I	Description incorpor perty I/We intend to to amend, correct, rent that placed Mea ge/deed of trust. I/Ver.	nodify, or substitute this description with the 'Us in title to the Property without requiring We authorize either the Lender or First the mortgage/deed of trust to ensure the

