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Return To: WFHM FINAL DOCS X9999-01M

1000 BLUE GENTIAN ROAD EAGAN, MN 55121

Prepared By: MCZ/CENTRUM MORTGAGE COMPANY, LLC

2211 BUTTERFIELD RD, SUITE 200, DOWNERS GROVE, IL

Doc#: 0723354019 Fee: \$68.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 08/21/2007 09:21 AM Pg: 1 of 23

[Space Above This Line For Recording Data] **MORTGAGE**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 2.1 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 31, 2007 together with all Riders to this document

(B) "Borrower" is NICHOLAS W. SIDCYLY.G, A SINGLE PERSON

Borrower is the mortgagor under this Security Instrument. (C) "Lender" is MCZ/CENTRUM MORTGAGE COMPANY, LLC

Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of THE STATE OF DELAWARE 0078574878

ILLINOIS - Single Family - Farmie Mae/Freddie Mac UNIFORM INSTRUMENT

-6 (IL) (0010)

VMP MORTGAGE FORMS - (800)521-7291

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0723354019 Page: 2 of 23

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Lender's address is P.O. BOX 11701, NEWARK, NJ 071014701

Lender is the mortgagee under this Secur			•
(D) "Note" means the promissory note s	•	-	•
The Note states that Borrower owes Len 00/100	DET ING HONDKED EIGE	ITI EIGHT THOUS	
	interest. Borrower has pror	mised to pay this debt	Dollars
Payments and to pay the debt in full not			III 108mm 1 ciloofo
(E) "Property" means the property that			er of Rights in the
Property."			
(F) "Loan" means the debt evidenced by	y the Note, plus interest,	my prepayment charg	es and late charges
due under the Note, and all sums due un	der this Security Instrumer	it, plus interest.	•
(G) "Riders" means all Riders to this S		e executed by Borrov	ver. The following
Riders are to be executed by Borrower [o	check box as applicable]:		
X Adjustable Rate Rider X Condor	minimu Did		: 4
	annium Ricei d Unit Development Rider	Second Home R	
	dy Payment Rider	Other(s) [specify	
Divide Divide	ay raymont rader	— Odlar(s) [specify	'J
70-			
(H) "Ap nie ble Law" means all con	trolling applicable federa	l, state and local sta	tutes, regulations,
ordinances ar administrative rules and	orders (that have the effect	nt of law) as well as a	ıll applicable final,
non-appealable and cial opinions.			
(I) "Community Association Dues, Fed	es, and Assessments" me	ms all dues, fees, ass	essments and other
charges that are impresed on Borrowe	r or the Property by a	condominium associa	tion, homeowners
association or similar			
(J) "Electronic Funds Transf' and please	as any transfer of funds,	other than a transac	tion originated by
check, draft, or similar paper instrument instrument, computer, or magnetic 'ape	ant, which is initiated thr	ough an electronic te	rminal, telephonic
or credit an account. Such term includ			
machine transactions, transfers initia.			
transfers.	to to to to to	ansiers, and automa	acci cicaringnousc
(K) "Escrow Items" means those items t	that are discribed in Section	n 3.	
(L) "Miscellaneous Proceeds" means at	ny compensation, settleme	nt, award of damages	s, or proceeds paid
by any third party (other than insurance	proceeds pai I ur ler the o	overages described in	Section 5) for: (i)
damage to, or destruction of, the Prop	erty; (ii) conderruation or	rother taking of all	or any part of the
Property, (iii) conveyance in lieu of con	ndemnation; or (iv, musty	presentations of, or or	missions as to, the
value and/or condition of the Property.		х,	
(M) "Mortgage Insurance" means insur	rance protecting Lender 4	grand the nonpayment	t of, or default on,
the Loan.			
(N) "Periodic Payment" means the regu			l interest under the
Note, plus (ii) any amounts under Section	•		
(0) "RESPA" means the Real Estate Se implementing regulation, Regulation X			
time, or any additional or successor legi-			
in this Security Instrument, "RESPA" re			
to a "federally related mortgage loan" e			
loan" under RESPA.	·— 	,, a	,
		_	UX.
		lhr	
-6 (IL) (0010)	Page 2 of 15	initials: W	Form 3014 1/0 (
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0723354019 Page: 3 of 23

UNOFFICIAL C

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

of COOK

[Name of Recording Jurisdiction]:

SEE ATTACHED:

*SF' A JUSTABLE RATE RIDER THIS I'A PURCHASE MONEY SECURITY INSTRUMENT.

Parcel ID Number: UNDERLYING 2023 NORTH SEMINARY #B CHICAGO ("Property Address"):

which currently has the address of [Street]

[City], Illinois 60614

[Zip Code]

TOGETHER WITH all the improvement now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or her after a part of the property. All replacements and additions shall also be covered by this Security Instrurent All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully state, of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the life to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for practical use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real

UNIFORM COVENANTS. Borrower and Lender covenant and a ree as follows: 1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Cate Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for E crow tems pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in Security Instrument shall

-6(IL) (0010)

0723354019 Page: 4 of 23

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower micht 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. ! ppl cation of Payments or Proceeds. Except as otherwise described in this Section 2, all payments acc pict and applied by Lender shall be applied in the following order of priority: (a) interest due under the bot, (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 tak 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 lete charge due, the payment may be applied to the delinquent payment and the late charge. If more than one record c Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the foliopayments if, and to the extent that, each payment can be paid in full. To the extent that any excess x is 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 the ascessribed 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 that ge 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 "I aris") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain princity 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 by Lender under section form (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in Len of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all or does of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Under waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver if any or y be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the limit of the payable of the payable, the limit of the payable, the limit of the payable of the payable, the limit of the payable of the p

-6 (IL) (0010)

ge 4 of 15

0723354019 Page: 5 of 23

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due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Tederal 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 analyting the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or agaings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESFA.

If there is a surple, c. 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 deficient 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 twee, 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 priorit, over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement, (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which is Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory of Londer subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice it entifying the

6(IL) (0010)

Page 5 of 15

0723354019 Page: 6 of 23

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance of vertical at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not prote t Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or natural 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 Pollower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of forrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the due of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting ayment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss sayee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower and tromptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any rolm 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 payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration provided, 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 language 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 land rance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

-6(IL) (0010)

Page 6 of 15

7

0723354019 Page: 7 of 23

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

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

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 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 year after the date of occupancy, unless Lender therwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not detrow, damage or impair the Property, allow the Property to deteriorate or commit waste on the Projecty. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to provent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursu at to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for retaining or restoring the Property only if Lender has released proceeds for such purposes. Lender may discusse proceeds for the repairs 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 r aso table entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the prerior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrover stall be in default if, during the Loan application process, Borrower or any persons or entities a ting of the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, a inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations oncerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Right. 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 Froperty 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 any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

-6(IL) (0010)

Page 7 of 15

0723354019 Page: 8 of 23

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

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

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

Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums 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 reviously provided such insurance and Borrower was required to make separately designated payments loward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain overage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially e uiv lent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mo. 19 ge insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not ave table, Portower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a n u-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable no withstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay P nower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mongage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer sale ted by Lender again becomes available, is obtained, and Lender requires separately designated payr ents toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of m king the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in affect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance of an accordance with any written agreement between Borrower and Lender providing for such termination or in it termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to p y interest at the rate provided in the Note.

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

Insurance.

Mortgage insurers evaluate their total risk on al. 50 th insurance in force from time to time, and may enter into agreements with other parties that share or modify heir risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mode agreements 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 mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the No's, and ther 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 in Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing loss 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." If or there

(a) Any such agreements will not affect the amounts that Borrower has agned 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 refun .

-6 (IL) (0010)

Page 8 of 1

0723354019 Page: 9 of 23

INOFFICIAL C

(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 opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender 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 would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, hether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be pplied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Process shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower.

In the enent of a partial taking, destruction, or loss in value of the Property in which the fair market value of the P.O. erty immediately before the partial taking, destruction, or loss in value is equal to or greater than the arrount of the sums secured by this Security Instrument immediately before the partial taking, destruction a loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following faction: (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 t king, destruction, or loss in value of the Property in which the fair market value of the Property immediately become the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree it witing, the Miscellaneous Proceeds shall be applied to the sums

secured by this Security Instrument whether of not the sums are then due.

If the Property is abandoned by Bon ower if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence offer; to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days offer the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds eith it to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not 'lien 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, w'ett er civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or ther material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrow can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the pution 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 I is a ment. 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 L'nder

-6(IL) (0010)

0723354019 Page: 10 of 23

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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, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Porrower'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 viting. The covenants and agreements of this Security Instrument shall bind (except as provided in Security 2) and benefit the successors and assigns of Lender.

Borrower's uefault, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower anall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly conducted by this Security Instrument or by Applicable Lender.

fees that are expressly are libited by this Security Instrument or by Applicable Law.

If the Loan is sub , , , a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) my sums already collected from Borrower which exceeded permitted limits will be refunded to Borrow. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial pre-ayment 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 wair er of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Le der in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class "as" or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrow er shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice aldress shall be the Property Address unless Borrower has designated a substitute notice address by not 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 insuranent at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class thail to Lender's address stated herein unless Lender has designated another address by notice to Dorlow and Any notice in connection with this Security Instrument shall not be deemed to have been given to and a 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.

-6 (IL) (0010)

Page 10 of 15

0723354019 Page: 11 of 23

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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.

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

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

19. Borrower's Light to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the log to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate, or (c) entry of a informent enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sum: which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) are any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security strument, 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 under this Sec. 1ty instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's in erest in the Property and rights under this Security Instrument, and Berrower's obligation to pay the sur's a cured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Fortower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Long Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs that mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a clauge of the Loan Servicer, Borrower will be given written notice of the change which will state the name and add and of the new Loan Servicer, the address to which payments should be made and any other informat on RI SPA

-6 (IL) (0010)

Page 11 of 15

Form 3014 1/0 (

0723354019 Page: 12 of 23

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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 structures defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and hardous, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial ration, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause a 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 in adversely affects 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 limite 1 to hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (1) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency of private party involving the Property and any Hazardous Substance or Environmental Law of which Portower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling looking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any record all or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptive take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall creation on Lender for an Environmental Cleanup.

-6 (IL) (0010)

Page 12 of 15

Form 3

0723354019 Page: 13 of 23

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

- 22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 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 releo ing 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. Waiv r f Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under a doy virtue of the Illinois homestead exemption laws.
- 25. Placement of Columbia 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 prot et Leader's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interess. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is grade against Borrower in connection with the collateral. Borrower may later cancel any insurance purcha ed or 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 resons ble for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the assu ance. The costs of the insurance may be added to Initiats

 Form 3814 1/8 Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

-6(IL) (0010)

Page 13 of 15

0723354019 Page: 14 of 23

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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.

Witnesses:		A	
-		NI HOLAS W. STO	CKING (Seal
			(Seal
			-Borrowe
70	(Seal)	,,,,	(Seal
3	-Вотгоwег		-Borrowe
9/	(Seal)		(Seal
	-Borrawer		-Воптоме
	(Seal)	' O	(Seal
	-Borrower	4hr	-Воптоwe
		C	(Seal
			O
-6 (IL) (0010)	Page	14 of 15	Form 3014 1/0

0723354019 Page: 15 of 23

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STATE OF ILLINOIS, Constitution I, State do hereby certify that	OOK (CAP) NICHOLAS W. STO	CKING , a	Notary Public in and	County ss: Cook I for said county and Cook County ss:
personally known to me to appeared betoe me this da instrument as his her/their i Given tader my hand	y in person, and acknown of the person, and official seal, this	nowledged that he	/she/they signed an ourposes therein set	d delivered the said
My Commission Expires:	6/19/11	Notary Public	rach	Cupb
OF: ICIAL SE NICC E CAPI Notary Public - Start My Commission Expire.	UTO e of Illinois ; tun 19, 2011			
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-6 (IL) (0010)	Pi	age 15 of 15	Initials:	Form 3014 1/0:

0723354019 Page: 16 of 23

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INITIAL INTERESTSM ADJUSTABLE RATE RIDER (1-Year LIBOR Index - Rate Caps) (Assumable after Initial Period)

THIS INITIAL INTEREST ADJUSTABLE RATE RIDER is made this 31ST , 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 the Borrower's Initial Interest Adjustable Rate Note (the "Note") to MCZ/CENTRUM MORTGAGE COMPANY, LLC

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

2027 NORTH SEMINARY #B, CHICAGO, IL 60614

[Property Address]

THE VOIE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTERPORT RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT T'AL BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENA'(15) In addition to the covenants and agreements made in the Security Instrument, Borrover and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.250%. The Note provides for interest only payments until the area fully amortizing principal and interest payment due date (the "First P&I Payment Due Date", which is the first day of SEPTEMBER, 2012

The Note provides for changes in the ir (ere: t rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Interest Change Dates

The interest rate | will pay may change on the arst day of AUGUST, 2012 and may change on that day every 12th month thereart ar. Each date on which my interest rate could change is called an "Interest Change Date."

(B) The Index

Beginning with the first Interest Change Date, my interest retainfill be based on an Index. The "Index" is the one-year London Interbank Offered Rate ("LIL OR") which is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market, as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Interest Change Date is called the "Current Index." 0078574878

NMFL #8539 (LDAR) Rev 5/12/2006

MULTISTATE INITIAL INTEREST ADJUSTABLE RATE RIDER - 1-Year LIBOR Index (Assumable after Initial Period) - Single Family - Freddie Mac UNIFORM INSTRUMENT

-193R (0508) Form 5137/1/05 Page 1 of 4 Initials:

VMP Mortgage Solutions,

0723354019 Page: 17 of 23

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

(C) Calculation of Changes

Before each Interest Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-QUARTER percentage point(s) (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 Interest Change Date.

The Note Holder will then determine the amount of my monthly payment. For payment adjustments occurring before the First P&I Payment Due Date, my monthly payment will be the amount sufficient to repay all accrued interest each month on the unpaid principal balance at the new interest rate. For payment adjustments occurring on or after the First P&I Paymen Due Date, my monthly payment will be an amount sufficient to repay the unpaid principal that I am expected to owe at the Interest 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 of interest Rate Changes

The interest rate arm required to pay at the first Interest Change Date will not be greater than 1.25% or less than 2.250 %. Thereafter, my interest rate will never be increased or decreased on any single Interest Change Date by more than percentage point(s) (2.000%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.250%.

(E) Effective Date of Changes

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

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN SORROWER

1. UNTIL BORROWER'S INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow to element, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

-193R (0508)

Page 2 of 4

Form 5137 7/0 5

0723354019 Page: 18 of 23

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

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

AFTER BORROWER'S INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT DESCRIPTO IN SECTION BY ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

Transf.: of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the imperty or any Interest in the Property is sold or transferred (or if Borrower 15...o.' a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of rule and secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not ever ised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not ever ised by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any coverant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may chaigh a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender 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

______-193R (0508)

Page 3 of 4

Form 5137 7/0

Initials:

0723354019 Page: 19 of 23

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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 carrows to the terms and converte accepts.

\Box	(Seal)	(Seal)
CHOMAS W. STOCKING	-Borrower	-Borrower
0	(Seal)	(Seal)
0/1/2	-Borrower	-Borrower ,
	(Seal)	(Seal)
	-Borrower	-Borrower
	(Seal)	(Seal)
	TC	
2-193R (0508)	Page 4 or	Form 5137 7/05
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0723354019 Page: 20 of 23

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 31ST day of JULY, 2007, 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 MCZ/CENTRUM MORTGAGE COMPANY, LLC

(the

"Lender") of the same date and covering the Property described in the Security Instrument and located at: 1023 NORTH SEMINARY #B, CHICAGO, IL 60614

[Property Address]

The Amperty includes a unit in, together with an undivided interest in the common elements of, a community project known as: 2030 N SEMINARY

[Name of Condominium Project]

(the "Condomi un' 1 Project"). If the owners association or other entity which acts for the Condominium Project (the "Condom Association") holds title to property for the benefit or use of its members or shareholders, the Project also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COV (NANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender firther covenant and agree as follows:

- A. Condominium Obligations. So ower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners /ssociation maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the aroun's (including deductible levels), for the periods, and against loss by fire, hazards included within the team "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, 0078574878

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNITO M. ASTRUMENT

Page 1 of 3 Initials:
VMP MORTGAGE FORMS
(800)521-7291

0723354019 Page: 21 of 23

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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 the loan.

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 vereby 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 tile Covers Association maintains a public liability insurance policy acceptable in form, amount, and extender to Lender.
- D. Loo lemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Portey er 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 assistant and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security in rument as provided in Section 11.
- E. Lender's Prio. Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either pound or subdivide the Property or consent to: (i) the abandonment or termination of the Condomini on Project, except for abandonment or termination required by law in the case of substantial destruction by are or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment of any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii, commander 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 maintainer by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condeminum dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless dor ower and Lender agree to other terms of payment, these amounts shall bear interest from the date of an bursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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Page 2 of 3

Initials: 140 1/01

0723354019 Page: 22 of 23

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0723354019 Page: 23 of 23

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EXHIBIT A

LEGAL DESCRIPTION

UNIT B IN 2023 N. SEMINARY CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOT 33 IN BLOCK 4 IN MORGAN'S SUBDIVISION OF THE EAST ½ OF BLOCK 10 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHWEST ½ OF THE NORTHEAST ½ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM MADE DY MICHIGAN AVENUE NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 2, 19/3 AND KNOWN AS TRUST NUMBER 2282 RECORDED IN THE OFFICE OF THE RECORDER OF DEED OF COOK COUNTY, ILLINOIS AS DOCUMENT 23418992 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS ALL IN COOK COUNTY, ILLINOIS.

14-32-223-034-1002
County Clark's Office