

# UNOFFICIAL COPY



Doc#: 0727534087 Fee: \$58.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 10/02/2007 01:40 PM Pg: 1 of 18

Prepared by:  
Wells Fargo Financial, Inc.  
800 Walnut Street  
Des Moines, Iowa 50309

Copy

Return to:  
WELLS FARGO FINANCIAL ILLINOIS, INC.  
316 W ARMY TRAIL, NO. 120  
BLOOMINGDALE, IL 60108

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 9, 11, 16, 18 and 19. Certain rules regarding the usage of words used in this document are also provided in Section 14.

(A) "Security Instrument" means this document, which is dated 07/23/07, together with all Riders to this document.

(B) "Borrower" is WILLIAM C HARRIS UNMARRIED

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Wells Fargo Financial Illinois, Inc. Lender is a corporation organized and existing under the laws of Iowa. Lender's address is 316 W ARMY TRAIL, NO. 120 BLOOMINGDALE, IL 60108. Lender is the mortgagee under this Security Instrument.

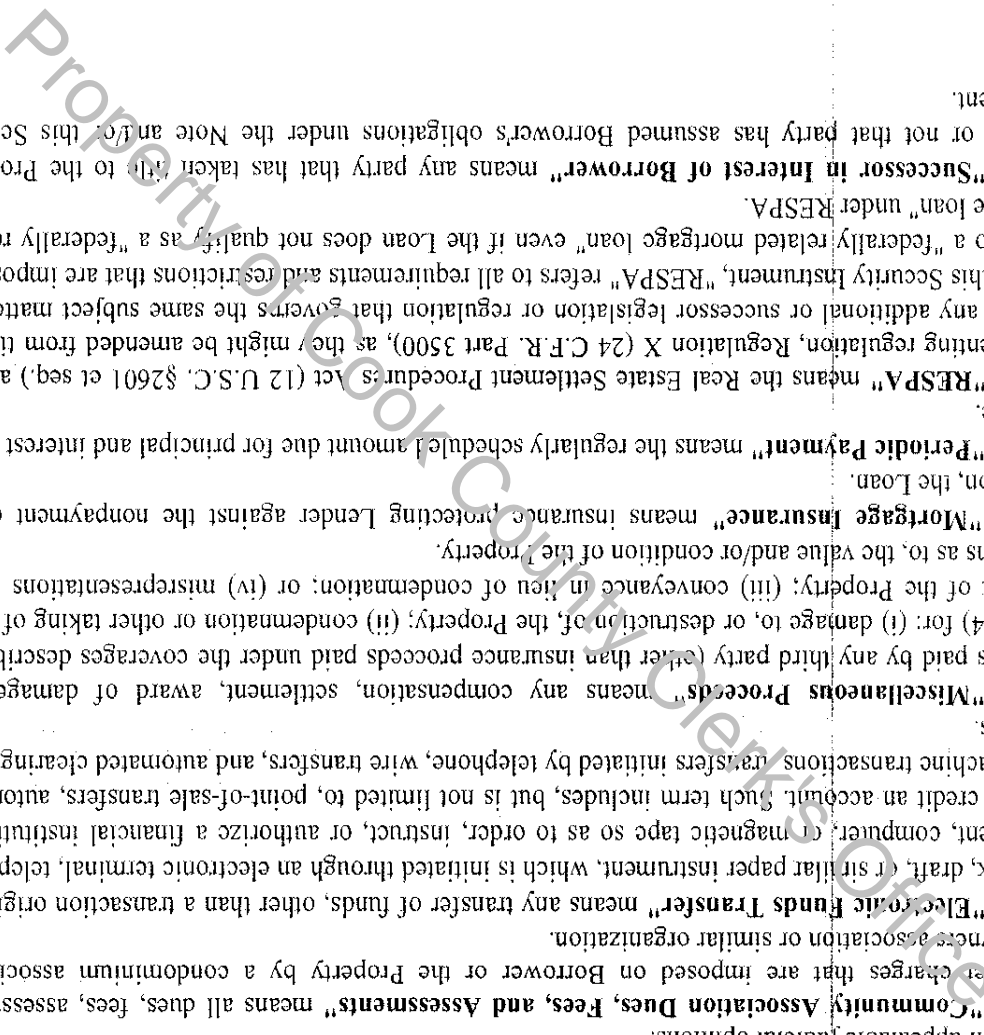
(D) "Note" means the promissory note signed by Borrower and dated 07/23/07. The Note states that Borrower owes Lender \$179661.18 (U.S. Dollars) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 07/27/17.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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- (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
- Adjustable Rate Rider
  - Condominium Rider
  - Second Home Rider
  - Balloon Rider
  - Planned Unit Development Rider
  - Other(s) [specify] \_\_\_\_\_
  - 1-4 Family Rider
  - Biweekly Payment Rider
- (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 4) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (L) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (M) "Periodic Payment" means the regularly scheduled amount due for principal and interest under the Note.
- (N) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as the same might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (O) "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 this Security Instrument.







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acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 4 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with 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 20 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.

**5. 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 otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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**6. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 4 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 repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single 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 complete repair or restoration.

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

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

**8. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 8, 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 8.

Any amounts disbursed by Lender under this Section 8 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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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.

**9. 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, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless 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 fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's

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If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the

not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law. specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under **12. Loan Charges.** Lender may charge Borrower fees for services performed in connection Section 18) and benefit the successors and assigns of Lender.

in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain Subject to the provisions of Section 16, any Successor in Interest of Borrower who assumes Instrument or the Note without the co-signer's consent.

extend, modify, forfeit or make any accommodations with regard to the terms of this Security secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any **11. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower shall not be a waiver of or preclude the exercise of any right or remedy.

third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, exercising any right or remedy including, without limitation, Lender's acceptance of payments from made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of for payment or modification of amortization of the sums secured by this Security Instrument granted by **10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time

applied in the order provided for in Section 2.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be Property are hereby assigned and shall be paid to Lender.

any award or claim for damages that are attributable to the impairment of Lender's interest in the impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material acceleration has occurred, reinstates as provided in Section 17, by causing the action or proceeding to be interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if



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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 prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

**14. 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.

**15. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**16. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 16, "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 Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by

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**19. Hazardous Substances.** As used in this Section 19: (a) "Hazardous Substances" are those substances 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 herbicides, volatile solvents, materials containing asbestos or formaldehyde, and

Note purchaser.  
 a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the other information RESPA requires in connection with a notice of transfer of servicing. If the Note is name and address of the new Loan Servicer, the address to which payments should be made and any change of the Loan Servicer. Borrower will be given written notice of the change which will state the There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law, collects Periodic Payments due under the Note and this Security Instrument and performs other notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that interest in the Note (together with this Security Instrument) can be sold one or more times without prior **18. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial

under Section 16.  
 acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security takes such action as Lender may reasonably require to assure that Lender's interest in the Property and purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) Reasonable Attorney's Fees, property inspection and valuation fees, and other fees incurred for the pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) that Borrower: (a) pays Lender all sums which would be due under this Security Instrument and the right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's prior to the earliest of: (a) five days before sale of the Property pursuant to Section 20 of this Security Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time **17. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions,

Security Instrument without further notice or demand on Borrower.  
 these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay provide a period of not less than 30 days from the date the notice is given in accordance with Section 13 If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall

Applicable Law.

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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 action, 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 or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely 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 limited to, hazardous substances in consumer products).

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

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

**20. 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 16 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 20, including, but not limited to, Reasonable Attorneys' Fees and costs of title evidence.

**21. 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

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a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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

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

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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.

Borrower

*William C Harris*  
WILLIAM C HARRIS

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS

COUNTY OF

DUPAGE

) ss.  
)

I, a Notary Public of the County and State aforesaid, certify that  
WILLIAM C HARRIS UNMARRIED

Borrower(s), personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 23rd day of July, 2007.

(Seal)

*ACH*

Notary Public

My Commission expires

1/19/09



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ADDENDUM A  
TO  
MORTGAGE

Description of Property

LOT 4 IN BRANTON MANOR BEING A RESUBDIVISION OF LOTS 54 AND 55 IN LINGLE'S  
SUBDIVISION OF PART OF BLOCK 1 IN WARREN'S ADDITION TO WILDWOOD TOGETHER WITH  
THAT PART OF LOT 4 LYING WEST OF THE CENTER LINE OF MICHIGAN AVENUE IN  
WARREN'S ADDITIONS TO WILDWOOD, BEING A SUBDIVISION OF CERTAIN TRACTS IN  
SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT LR 1320404, IN COOK  
COUNTY, ILLINOIS,

TAX ID: 25-2E-430-004

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**UNOFFICIAL COPY****ADJUSTABLE RATE RIDER**

THIS ADJUSTABLE RATE RIDER is made on 07/23/07 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 Adjustable Rate Note (the "Note") to Wells Fargo Financial Illinois, Inc. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

41 W 125TH PLACE

CHICAGO, IL 60628

[Property Address]

**NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS. THE NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM AND MINIMUM RATE I MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower (hereinafter "I," and "me") and Lender (hereinafter "Note Holder") further covenant and agree as follows:

**1. INTEREST RATE AND PERIODIC PAYMENT CHANGES**

The Note provides for an initial interest rate as well as for changes in the interest rate and the payments.

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Before each Change Date, the Note Holder will calculate my new interest rate by adding the **(C) Calculation of Changes**

upon comparable information. The Note Holder will give me notice of this choice.

If the Index is no longer available, the Note Holder will choose a new index which is based on May 31 would be the Index for April 30, assuming April 30 is a business day.

March 31 is a business day. If your Change Date is July 1, the most recent month-end index available April 12 (one day preceding one month prior to May 13) would be the Index for March 31, assuming

Index." For example, if your Change Date is May 13, the most recent month-end index available on before the date occurring one month prior to the Change Date is called the "Current

The most recent month-end (defined as the last business day of that month) Index available before the date occurring one month prior to the Change Date is called the "Current

the highest "Prime Rate" as published by the *The Wall Street Journal*.

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

full amount of principal has been paid. The interest rate in effect on the maturity date until the

date thereafter that is before the maturity date. There will be no Change Dates on or after the maturity

will pay change on the Change Date specified in the Note, and on every sixth month anniversary

Each date on which my interest rate could change is called a "Change Date." The interest rate I **(A) Change Dates**

### 3. INTEREST RATE AND SCHEDULED PAYMENT CHANGES

grace period specified in the Note, I will pay a late charge as specified in the Note.

If the Note Holder has not received the full amount of any monthly payment by the end of the **(E) Late Charge**

amount of my scheduled payment in accordance with the Note.

Changes in my scheduled payments will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed **(D) Scheduled Payment Changes**

amount may change as provided in the Note.

Each of my initial scheduled payments will be in the amount as provided in the Note. This **(C) Amount of My Initial Scheduled Payments**

place if required by the Note Holder.

I will make my scheduled payments at or to the place(s) specified by the Note, or at a different **(B) Maturity Date and Place of Payments**

payments each month as required under the Note.

I will pay principal and interest by making payments when scheduled. I will make my scheduled **(A) Scheduled Payments**

any other charges described below that I may owe under the Note.

My scheduled payments will be applied to interest before principal. If, on the Maturity Date set forth in the Note I still owe amounts under this Note, I will pay those amounts in full on the "maturity date."

I will make these payments as scheduled until I have paid all of the principal and interest and **(B) Maturity Date and Place of Payments**

any other charges described below that I may owe under the Note.

Each of my initial scheduled payments will be in the amount as provided in the Note. This **(C) Amount of My Initial Scheduled Payments**

amount may change as provided in the Note.

place if required by the Note Holder.

I will make my scheduled payments at or to the place(s) specified by the Note, or at a different **(B) Maturity Date and Place of Payments**

payments each month as required under the Note.

I will pay principal and interest by making payments when scheduled. I will make my scheduled **(A) Scheduled Payments**

any other charges described below that I may owe under the Note.

My scheduled payments will be applied to interest before principal. If, on the Maturity Date set forth in the Note I still owe amounts under this Note, I will pay those amounts in full on the "maturity date."

Changes in my scheduled payments will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed **(D) Scheduled Payment Changes**

amount of my scheduled payment in accordance with the Note.

If the Note Holder has not received the full amount of any monthly payment by the end of the **(E) Late Charge**

grace period specified in the Note, I will pay a late charge as specified in the Note.

Each date on which my interest rate could change is called a "Change Date." The interest rate I **(A) Change Dates**

will pay change on the Change Date specified in the Note, and on every sixth month anniversary

date thereafter that is before the maturity date. There will be no Change Dates on or after the maturity

full amount of principal has been paid. The interest rate in effect on the maturity date until the **(B) The Index**

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

the highest "Prime Rate" as published by the *The Wall Street Journal*.

The most recent month-end (defined as the last business day of that month) Index available before the date occurring one month prior to the Change Date is called the "Current

Index." For example, if your Change Date is May 13, the most recent month-end index available on

March 31 is a business day. If your Change Date is July 1, the most recent month-end index available

on May 31 would be the Index for April 30, assuming April 30 is a business day.

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 Change Date, the Note Holder will calculate my new interest rate by adding the



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Margin specified in the Note to the Current Index. The result of this calculation will be rounded off by the Note Holder to the nearest 0.125%. Subject to the limitations stated in Section 3(D) below, this amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the scheduled payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my scheduled payment.

**(D) Limits on Interest Rate Changes**

My interest rate will never be increased or decreased on the first Change Date by more than three (3%) percentage points. For all Change Dates thereafter, my interest rate will never be increased or decreased by more than one (1%) percentage point. Subject to any limitation set forth in Section 6 of the Note, my interest rate will never be more than six (6%) percentage points greater than the initial interest rate set forth in the Note. Notwithstanding anything to the contrary in the Note, my interest rate will never decrease below 3.5%.

**(E) Effective Date of Changes**

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

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Page 4 of 4

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(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

WILLIAM C HARRIS

(Seal)

Borrower

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

At least 25 days, but no more than 120 days, before the effective date of any payment change, the Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my scheduled payment. The notice will include information required by law to be given to me and also the telephone number of a person who will answer any question I may have regarding the notice.

(F) Notice of Changes