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Doc#: 0732440053 Fee: \$118.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 11/20/2007 10:42 AM Pg: 1 of 20

Attn: Rort Closing Dept.: 16550 New Pernardo Dr. Bldg 1 Ban Diego, A 92127-1870

Prepared By:

Angredited Home Landers: A California Corporation 15090 Avenue of Science San Diego, CA 92128

MONTGAGE

MIN 100176105080490892

Words used in multiple sections of this document are defined below and other wards are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in 15 accument are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated August 19, 2005 together with all Riders to this document.

(B) "Bottower" is santos salgado and Iron salgado, husband and wife as TENNETS BY THE ENTIRETY

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Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a numinee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Plint, MI 48501-2026, tel. (888) 679-MERS.

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R.LINOIS - Single Family - Famile MassFreddle Mac UnerORM INSTRUMENT WITH MERS

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(D) "Lender" isccr.dited Home Lenders, Inc.
A Crain la Corporation
ender is a Corporation
organized and existing under the laws of the State of California
Lender's address is 15090 Ave are of Science
San Diego, CA 87178
E) "Note" means the promissory not sight by Borrower and dated Angust 19, 2005
The Note states that Borrower owes Lendy, three hundred seventy-one thousand and
LOGIATS
U.S. 3371,000.00) plus interes. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than ? apt mber 1, 2035
F) "Property" means the property that is described to under the heading "Transfer of Rights in the Property."
G) "Loan" means the debt evidenced by the Note, plus int a a, any prepayment charges and late charges under the Note, and all sums due under this Security Instrument and interest.
II) "Riders" means all Riders to this Security Instrument that ar exect ed by Borrower. The following kiders are to be executed by Borrower [check box as applicable]:
Adjustable Rate Rider Condominium Rider Condominium Rider
Balloon Rider Planned Unit Development Rider 1-4 I amily Rider
□ VA Rider □ Biweekly Payment Rider □ Other(a) / pec'(y)
D. Applicable Law means all controlling analysishing federal grays and local of ourse accustoms.

ordinances and administrative rules and orders (that have the effect of law) as well as all app reable final, non-appealable judicial opinions.

(J) "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, homeowers association or similar organization.

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(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, assistment, award of damages, or proceeds paid the party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the I on.

the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from 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.

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(Q) "Successor facts terest of Borrower" means any party that has taken title to the Property, whether or not that party fact as a more described 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 studdiffications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the lone For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solety as namely o for Lender and Lender's successors and assigns) and to the successors and assigns of MEPs, he following described property located in the [Type of Recording Jurisdiction] of COOK [Name of Recording Jurisdictions]:

See Legal Description Addendum Page

Parcel ID Number: 13-29-223-010-0000 2929 NORTH PARKSIDS AVENUE CHICAGO ('Property Address'):

which currently has the address of

(Chy), Illinois 60634

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easemients, appointenances, and fixtures now or hereafter a part of the property. All reptacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS bolds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nomlines for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

Instrument.

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

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

property.

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

1. Payment of Principal, Interest, Excrow Items, Prepayment Charges, and Late 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 Excrow Items.

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

Payments are deemed received by I saver when received at the location designated in the Note or at such other location as may be designated by Lerder, in accordance with the notice provisions in Section 15. Lender may return any payment or partial rayment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept my payment or partial payment insufficient to bring the Loan current, without walver of any rights hereunder (** pp judice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated at ap, by such payments at the time such payments are accepted. If each Periodic Payment is applied as of its at-deduced due date, then Lender need not pay interest on unapplied funds. Lender may bold such unapplies tunds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable and to form them to Borrower. If not applied earlier, so in funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosus. For making payments due under the Note interest on the future against Lender shall relieve Borrow of for making payments due under the Note and this Security Instrument or performing the covenants and agr cmr as secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise describe a in this Section 2, all payments accepted and applied by Leader shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such asyments shall be applied to each Periodic Payment in the order in which it became due. Any rem ming amounts shall be applied first to late charges, second to any other amounts due under this Security Interest, and then to reduce the principal balance of the Note.

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lieu 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 Soction 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu 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 accrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Punds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts 100176105080490

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due for any 125 ow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to 125 or receipts evidencing such payment within such time period as Lender may require. Borrower's obligating to reade such payments and to provide receipts shall for all purposes be deemed to be a covenant and agree, cen' contained in this Security Instrument, as the purses "covenant and agreement" is used in Section 9. If I our over is obligated to pay Exerced Items directly, pursuant to a waiver, and Borrower fails to pay the 125 out of the for an Exerced Items, Lender may exercise its rights under Section 9 and pay such amount, and Borrow a shill then be obligated under Section 9 to repay to Lender my such amount. Lender may revoke the waiver as to any or all Exerced Items at any time by a notice given in accordance with Section 15 and, upon such 125 out in Section 3.

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

The Funds shall be held in an institution whose deposits re insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal-Home Loan Bank. Lender shall apply the Funds to pay the Eurow items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Sorrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreer of is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be a squired to pay Borrower any interest or carnings on the Funds. Borrower and Lender can agree in writing lowever, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual or countly g of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall are out to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in esc. on as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pry to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Burrower any Funds held by Lender.

4. Charges; Liene. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items. Borrower shall now them in the manner provided in Section 3.

the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determinas 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 identifying the

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lien. Within 10 fays of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the action, or with above in this Section 4.

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

5. Property Insuranc & Formwer shall keep the improvements now existing or hereafter erected on the Property insured against "est by fire, hazards included within the term "extended coverage," and any other hazards incloding, but not liv ned 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 pursur a to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insulance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which due thall not be exercised unreasonably. Leader may require Borrower to pay, in connection with the second control of the connection with the second control of the control determination, certification and tracking services; or b) / co-time charge for flood zone determination and certification services and subsequent charges each tire remappings or similar changes occur which reasonably might affect such determination or certification. Borr were shall also be responsible for the payment of my fees imposed by the Federal Emergency Man genser. Agency in connection with the review of any flood zone determination resulting from an objection . P. .. wer.

If Borrower fails to maintain any of the coverages described a ove. I ander may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no valigation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover 1 ace 7, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously a effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly, exceed cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this (ection 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall be referest at the Note rate from the date of disbursement and shall be payable, with such interest, upon no so on a 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 premlums 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 carnings on such proceeds. Focs 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

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the excess, if are, poid to Borrower. Such insurance proceeds shall be applied in the order provided for in

If Borrower ab war the Property, Lender may file, negotiate and settle any available insurance claim and related matter. If horrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to serbe 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 he eby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the anions unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other that he right to any retund of uneand premium 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 most are proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Secu. its presument, 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 Securit, instrument and shall continue to occupy the Property as Borrower's principal residence for at least one y, are after the occupancy, unless Lender otherwise agrees in writing, which consent shall not be unrea onably withheld, or unless externating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Propert; P spections. Borrower shall not destroy, damage or impair the Property, allow the Property to detert are or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower stat? minimize the Property in order to prevent the Property from deteriorating or decreasing in value due to it of addition. Unless it is deteriorated pursuant to Section 5 that repair or restoration is not economically fusive. Borrower shall promptly repair the Property if damaged to avoid further deterioration or datage. If immunee or commentation protecteds are pead in connection with damage to, or the taking of, the Property, B. frower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for the repairs and restoration in a single payment or in a see es of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

8. Borrower's Loan Application. Borrower shall be in default if, during the 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 Londer 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.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Botrower 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

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a o no set its interest in the Property and/or rights under this Security Instrument, including attorneys' fee. o are set its interest in the Property and/or rights under this Security Instrument, including its secured port on a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to rules repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate Lablage or other code violations or dangerous conditions, and have utilities turned on or off. Although Lenner ruly 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 Le der under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. The amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such harvest, upon notice from Lander to Borrower requesting payment.

payment.

If this Security Instrument is on a leas fold, Borrower shall comply with all the provisions of the lesse. If Borrower acquires foe title to the Propert, 0: leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

requirement for morning insurance ends in accordance with any written agreement octower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums)

Insurance premiums).

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

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any part as recements will not affect the rights Borrower has - if any - with respect to the Mortgage Instruction act of 1998 or any other taw. These rights may include the right receive certain discissures, 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 law rance premiums that were assembled at the time of such cancellation or tarmination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lendt t.

If the Property is damaged, such have allaneous Proceeds shall be applied to restoration or repair of If the Property is damaged, such har edaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is correctly 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 on the Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Ander may pay for the repairs and restoration in a single disturgement on to a teries of progress payments as the work is completed. Unless an agreement is made in writing or Analyza's Law requires interest to be paid on such Miscellaneous Proceeds. If the restoration or repair is not consumingly, hashed or Lander's security would be lessened, the Miscellaneous Proceeds shall be applied to the sure a security his 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. waster of not men use, wan use excess, it say, past to nontower. The sections proceeds small to applied in the order provided for in Section 2.

In the evens of a total taking, destruction, or loss in value of the roperty, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, the are or not then due, with

Process anat to appune to use sum secured by this security in 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 defore the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writin, the sums taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writin, the sums taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writin, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneo.'s Proceeds secured by this Security Instrument shall be reduced by the amount of the Miscellaneo's Proceds 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 belance 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 innecessably 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 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:

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 active 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 interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, relustate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

applied in the order provided for in Section 2.

12. Berrower Not Released; Ferbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

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to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor 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 so uncome on the 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 limination, Lender's acceptance of payments from third persons, entitles or Successors in Interest of Borrower or in mounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or time v. proclude the exercise of any right or tome y.

processes the exercise of any right of lane y.

13. Joint and Several Liability: C alguers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability a fall 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 proceed the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not person thy obligated to pay the sums secured by this Security Instrument; and (c) agrees that Leader and any other "our wer can agree to extend, modify, forbear or make any accommodations with regard to the terms on the "our were can agree to extend, modify, forbear or make any accommodations with regard to the terms on the "our were can agree to extend, modify, forbear or make any accommodations with regard to the terms on the "our were can agree to extend, modify, forbear or make any accommodations with regard to the terms on the second to the second t

make any accommonations with regard to the writis of the verified in the relation of the provisions of Section 18, any Successor in the rest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's obligations and liability under this Security Instrument under a Lander agrees to such release in writing. The coverants and agreements of this Security Instrument shall and (except as provided in Section 20) and benefit the successors and assigns of Lender.

Section 20) and benefit the successors and assigns of Lender.

14. Lean Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys fees, property inspection, and aluation fees. In regard to any other fees, the absence of express suthority in this Security Instrument, to charge the absence of express suthority in this Security Instrument of the C. Lender may not harge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

of such overcharge.

15. 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 Borrower's 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 requirement will satisfy the corresponding requirement under chis Security Instrument.

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16. Get of ag Law; Severability; Rules of Construction. This Security Instrument shall be governed by fe' all an and the law of the jurisdiction in which the Property is located. All rights and obligations contained to his Security Instrument are subject to any requirements and limitations of Applicable Law, Applicable Law, applicable exhibition of the probability allow the parties to agree by contract or it might be silent, but such ails as that not be construed as a probabilition 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 facet 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 fermione gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word limay gives sole discretion without any obligation to take any action.

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 give one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial or served in Borrower. As used in this Section 18, 'Interest in the Property' means any legal or beneficial or served in the Property, including, but not limited to, those beneficial interests transferred in a bond for doed, or mack 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 Prope y is a lift or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sole or transferred without Lender's prior written consent. Lender may require immediate payment in full of all s ms secured by this Security Instrument. However, this option shall not be exercised by Lender in sone exercise is prohibited by Applicable Law.

Appearance Law.

If Lender exercises this option, Lender shall give Borrower notice of accuery on 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 Lorower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedial permitted by this Security Instrument without number bolice or demand on Borrower.

19. Borrower's Right to Relastate After Acceleration. If Borrower meets certain meditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at my one Borrower shall have the right to have enforcement of this Secarity Instrument discontinued at a y an 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 judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lander all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable anorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue such reinstatement sums and expenses in one or more of the following forms, as adected 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 Borrower, this Security Instrument and obligations secured bereby 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

right to reinstate shall not apply in the case of acceleration under Section 16.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note of a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, 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 change of the Loan Servicer Repropagations will be observed written notice of the change which will state the name and address of the Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in come non with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan service rother than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain which Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchase, we less otherwise provided by the Note purchaser.

Neither Borrower nor Len anay commence, join, or be joined to any judicial action (as either an individual litigans or the member of a lass) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the cuter party has breached any provision of, or any duty owid by reason of, this Security Instrument, must such Borrower or Lender has notified the other party (with such notice given in compliance with the requirem arts of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after a large of such notice to take corrective action. If Applicable Law provides a time period which must element before certain action can be taken, that time period will be deemed to be reasonable for purposes of this arragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice of acceleration given to Borrower pursuant to Section 20.

21. Hazardous Substances. As used in this Section 21: (a) ""aza dous Substances" are those substances defined as toxic or hazardous substances, pollutants, or waste, by divironmental Law and the following substances: gasoline, kerosene, other flammable or toxic petrole, or heat, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and ac sective materials: (b) "Environmental Law means federal laws and laws of the Jurisdiction where the Prope by is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" ice as any response action, tremedial action, or removal action, in defined in Environmental Law; and (d) an "En ironn ental 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 sentances 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 premptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleamp.

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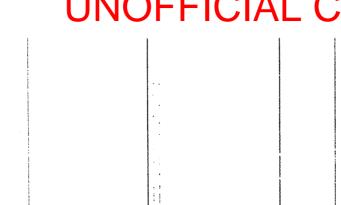
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NON-UNIFURE COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration for which classes and give notice to Barrower prior to acceleration following Borrower's breach of key formant or agreement in this Socurity Instrument (but not prior to acceleration under Section 18 substances 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 specifies to the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by Jud? at a proceeding and sale of the Property. The notice shall further inform Borrower of the right to r instate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a out after acceleration and the right to assert in the foreclosure. If the default is not cured on or the the date specified in the notice, Lender at its option may require immediate payment in full of all are a 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 remains provided in this Section 22, including, but not limited to, reasonable attorneys' fees and cos s of the evidence.

23. Release. Upon payment of all sums secured by this Security Instrument. Borrower shall pay any recordation costs. Lender may observe a fee for releasing this Security Instrument, but only if the fee is paid to a third party for ervices rendered and the charging of the fee is permitted under Applicable Law.

24. Walver of Homestead. In accordance with Illinois law, the Borrower hereb, releases *... valves all rights under and by virtue of the Illinois homestead exemption laws.

25. Pincement 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 not near not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of 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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	MONTHAL BE FOR	, Borrower accepts a	and agrees to the terms and	covenants contained in this	
		y Rider executed by I	Borrower and recorded with	A.	
W	itnesses:	X ,			
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TOS BALGADO, IRMA SALCADO

personally known to me to be the same person, where name(s) subscribed to the foregoing instrument, appeared before me this day in person, and at more ledged that he/she/fbc/ signed and delivered the said instrument as his/her/fbc/ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

My Commission Expires: 3' (1 09



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Burna 125 Mame(s) / SANTOS SALGADO, ITUAA SALGADO Accredited Home Lenders, Inc. A California Corporation 15090 Avenue of Science San Diego, CA 92128 Loss #: 0508049089 Property Address: 2929 NORTH PARKSIDE AVENUE CHICACO, IL 60634 Legal flereription: LOT 34 IN BLOCK 3 IN WHITE'S SECOND DIVER (EY PARK ADDITION, BEING A SUBDIVISION OF BLOCKS 6 AND 9 AND THE EAST 1/2 OF BLOCK 10 (4 K) IP AND PATTERSON'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 CORTH, RANGE 13, EAST OF THE Olynin Clarks Office THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOI'.

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LEGAL DESCRIPTION - EXHIBIT A

Legal Description: LOT 3/ IN)LOCK 3 IN WHITE'S SECOND DIVERSEY PARK ADDITION, BEING A SUBDIVISION OF BLOCKS 8 AND 9 AND THE EAST 1/2 OF BLOCK 10 IN KING AND PATTERSON'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 MATCH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 13-29-223-010-00 to 'ol. 0360

Property Address: 2929 North Parkside Avenue, (nic you Illinois 60634

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ADJUSTABLE RATE RIDER

(LIBOR S'A-M onth Index (As Published In The Wall Street Journal)-Rate Caps)

THIS ADJUSTABLE RATE ALVER is made this 19th day of August , 2005, and is incorporated into and shall be deemed to amend and suprement the Morigage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Accredited Home Landers into A California Corporation ("Lander") of the same date and covering the property described in the Security in coment and located at:

2929 NORTH PARI-SIDE AVENUE CHICACO, IL 40834 [Propert Ad Iross]

THE NOTE CONTAINS PROVISIONS ALLOV IN 3 FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMEN. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANCE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreement may o in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.990%. The Note provides for changes in 6 interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of September, 2007 and on the 1st day of every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

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

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

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(C) Calculation of thanges

Before each Charge That, to Note Holder will calculate my new interest rate by adding Five And Forty-nine Hundredth(s) percentage 1 on; 145,480%) to the Carrent Index. The Note Holder will then round the result of this addition to the nearest one-eighta of the percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be now interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Di to will not be greater than \$.490% or less than 6.890%. Thereafter, my interest rate will never be increased or declared on any single Change Date by more than One And One-half percentage points (1.500%) from the rate of increase t^2_{max} been paying for the preceding six months. My interest rate will never be greater than 13.990% or less than 4.880%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the anner 2 of my new monthly payment beginning on the first monthly payment date after the Change Date until the amon' at 1.239 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 carry inouthly payment before the effective date of any change. The notice will include information required by laying by 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 BORROWER

Uniform Covenant 18 of the Secretity Instrument is amended to read as follows:

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

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 delivered or mailed 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.

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

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