This Instrument Prepared By: LENDING SOLUTIONS, INC. DBA LSI MORTGAGE PLUS

After Recording Return To:
THOMS SOLUTIONS, INC.
6773 EAST JOING CROSSING SUITE 220
UII IF, GEIRGIA 30097

PIN: 07 > 8-304-070

36-2363979

[Space Above This Line For Recording Data] -

Loan Number: 100713976

**MORTGAGE** 

MIN: 10045002007040 3005

**DEFINITIONS** 

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

(A) "Security Instrument" means this document, which is dated NOVEMBER 2, 2007 , tog with all Riders to this document.

(B) "Borrower" is JULIE RATHNOW

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 nominee 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 after and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is LENDING SOLUTIONS, INC. DBA LSI MORTGAGE P'05

Lender is a GEORGIA CORPORATION organize and existing under the laws of GEORGIA
Lender's address is 6470 EAST JOHNS CROSSING SUITE 220, DULUTH, GEORGIA 30097

(E) "Note" means the promissory note signed by Borrower and dated NOVEMBER 2, 2007

The Note states that Borrower owes Lender TWO HUNDRED SIXTY THOUSAND AND 00/100

Dollars (U.S. \$ 260,000.00 ) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 1, 2037

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

Borrower initials;	·	
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the typic, and all sums due under this	Security Instrument, plus interest.  Security Instrument that are executed	yment charges and late charges due under it by Borrower. The following Riders are
Adjustable Rate Rider Balloon Rider 1-4 Family Rider Condominium Rider	☐ Planned Unit Development F ☐ Biweekly Payment Rider ☐ Second Home Rider ☐ Other(s) [specify]	₹ider
DON'T	·	
opinions.	lave the effect of law) as well as all a	ocal statutes, regulations, ordinances and pplicable final, non-appealable judicial
<ul> <li>(J) "Community Association Durathat are imposed on Borrower of the organization.</li> </ul>	Fees, and Assessments" means all d Froperty by a condominium associati	ues, fees, assessments and other charges ion, homeowners association or similar
(K) "Electronic Funds Transfer" m or similar paper instrument, which is magnetic tape so as to order, instruct, includes, but is not limited to, point-otelephone, wire transfers, and automat (L) "Escrow Items" means those itel (M) "Miscellaneous Proceeds" mean third party (other than insurance procedestruction of, the Property; (ii) condelieu of condemnation; or (iv) misrepre (N) "Mortgage Insurance" means ins (O) "Periodic Payment" means the replus (ii) any amounts under Section 3 (P) "RESPA" means the Real Estate regulation, Regulation X (24 C.F.R. P successor legislation or regulation the "RESPA" refers to all requirements and even if the Loan does not qualify as a "(Q) "Successor in Interest of Borrow party has assumed Borrower's obligation	or auto the librugh an electronic termin or auto the a financial institution to f-sale transfers, outomated teller made declearinghouse transfers. The section 3 is any compensation set lement, awareds paid under the coverage describ mustion or other taking of all or any isomations of, or omissions as the first set of the segularly scheduled amount due for (i) of this Security Instrument.  Settlement Procedures Act (12 U.S.) art 3500), as they might be amended it governs the same subject matter. It restrictions that are imposed in regar federally related mortgage loan" und wer" means any party that has taken tions under the Note and/or this Security Security instruments.	d to a "federally related mortgage loan" er RESPA.
TRANSFER OF RIGHTS IN THE	PROPERTY	U <sub>S</sub>
This Security Instrument secures to Lends of the Note; and (ii) the performance of Br For this purpose, Burrower does hereby n successors and assigns) and to the success COUNTY  [Type of Recording Jurisdiction]	orrower's covenants and agreements und nortgage, grant and convey to MERS (st sors and assigns of MERS the following of	ler this Security Instrument and the Note.
Borrower Initials:		
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SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A". A.P.N.: 07--28--304--070--0000

whic', currently has the address of

1130 Pinehurst Lane

Schaumburg [City] , Illinois 60193

("Property Address"):

[Zip Code] the improvements now or hereafter erected on the pro

TOGETHER VIT V: the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixty as now or hereafter a part of the property. All replacements 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 aggres that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise  $v_1 v_2$  all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action  $v_2$  quired of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

THIS SECURITY INSTRUMENT combines uniform (over arts for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security in some runent covering real property.

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

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

Payments are deemed received by Lender when received at the location designated in the Note of at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may rearrang payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Let use may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim

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

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

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

Any application of rayments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or post, one the une date, or change the amount, of the Periodic Payments.

3. Funds for Escrov items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in fu',, a sun (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 lien or encumbrance on the Property; (b) leasehold payments or g out I rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mo tgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage or arance 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, it any, be escrowed 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 Fun is for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lenue may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver any only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due to any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to I ender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this secu ity Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay "scrow items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may ever is its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Ler ter any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree

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in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

Borrower snall prometly discharge any lien which has priority over this Security Instrument unless Borrower:

(a) agrees in writing to the ray and 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 placetings 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 determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or incre of the actions set forth above in this Section 4.

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurar to coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular to perform on the coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Porrow r's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide at a research or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 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

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form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss 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, are if at that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and res' rati in 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 Lorrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower any interest or earnings on such 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 surance eccured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance and shall be applied in the order provided for in Section 2.

If Borrower abandom the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower doe, not a spond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Londer may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights of an 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 of this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shell continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, which shall not be unreasonably withheld, or unless extenuating circum ances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property: aspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit war e on he 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 pure an estoration 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property it arrayged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with darlage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lenuer has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single 1 syment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds at a 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 entitles 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.

Borrower Initials:	10.0				
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9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums escured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable at process' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured p sition in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make spars, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no Fability for not taking any or all actions authorized under this Section 9.

Any amounts disharmsed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be

payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrume at is n a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the ex ress written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the result and the fee title shall not merge unless Lender agrees to the merger

iting.

10. Mortgage Insurance. Cerdificer fired Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be vailable from the mortgage insurer that previously provided such insurance and Borrower was required to make separate y di signated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to out an coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalor, to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by L. ader. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Let the amount of the separately designated payments that were due when the insurance coverage ceased to be in eff c.. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Suc' loss eserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any Interest or earnings on such loss reserve. Lender can no longer require loss reserve parameters if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an it sure, realected by Lender again becomes available, is obtained, and Lender requires separately designated payments row rd the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the L an and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, B vi ower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable "ass reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between F arrow r and Lender providing for such termination or until termination is required by Applicable Law. Nothing in his feet on 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 me an if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

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).

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

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

f.. Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Ins. can e under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive critain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unear ner! at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to

and shall be paid to Lendar

If the Property is a unrge", such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair comomically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall nave 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 prompt y. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the vork is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Michel meous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Pro eeds. 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

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: (1, 1). total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (1) in a frir market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance chall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the lair 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 Lo. der otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrume it whe her 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 (2) 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 interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate

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

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower or the fise to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrumer. by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance of a lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from the limitation, and the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and "Lability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not exerate the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the semis secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify fort ear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-sign at Security Instrument or the Note without the co-sign at Security Instrument or the Note without the co-sign at Security Instrument or the Note without the co-sign at Security Instrument or the Note without the co-sign at Security Instrument or the Note without the co-sign at Security Instrument or the Note without the co-sign at Security Instrument or the Note without the co-sign at Security Instrument or the Note without the co-sign at Security Instrument or the Note without the co-sign at Security Instrument or the Note without the co-sign at Security Instrument or the Note without the co-sign at Security Instrument or the Note without the co-sign at Security Instrument or the Note without the co-sign at Security Instrument or the Note without the co-sign at Security Instrument or the Note without the co-sign at Security Instrument or the Note without the co-sign at Security Instrument or the Note without the Co-sign at Security Instrument or the Note without the Co-sign at Security Instrument or the Note without the Co-sign at Security Instrument or the Note without the Co-sign at Security Instrument or the Note without the Co-sign at Security Instrument or the Note without the Co-sign at Security Instrument or the Note without the Co-sign at Security Instrument or the Note without the Co-

Subject to the provisions of Sectio. 12, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in whit ng, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower feet of 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 volumination fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a sprofile fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees the trace 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 aw is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan engage the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the that ge 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 in ght have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must 'e ir 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

Borrower Initials:	$\mathcal{V}$ —	<u> </u>	<del></del>	
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address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instance on the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Inc. um at or the Note which can be given effect without the conflicting provision.

As use 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 yord "may" gives sole discretion without any obligation to take any action.

17. Borrov and Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means a v legator beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a boad for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title  $r_f$  Bon ower at a future date to a purchaser.

If all or any part of the Prenerty 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 Juli of all sums secured by this Security Instrument. However, this option

shall not be exercised by Lender if such excicite is prohibited by Applicable Law.

If Lender exercises this option, Lender shill give Rorrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notic; is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrumen. 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.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discorting d at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Eccu ity Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to remistate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lends, all s ms which then would be due under this Security Instrument and the Note as if no acceleration had occurre. (h) crees any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security in arment, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees is curred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (f) 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 comin a unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such remistater and sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; ( ) cert fied check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution of the deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Up a reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "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, Borrower will be given written notice of the change which will

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state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, will such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of lection 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be skin, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration acceleration is a poportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower prisonant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hat and us rebstances, 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 rorm aldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" inchrues 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 a 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 Tarardous 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 P. ope, by 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 ricardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which advers ly affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority or my private party, that any removal or other remediation of any Hazardous Substance affecting the Property Is new sary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing here in hall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following. Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified

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in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

25. Placement of Collateral Protection insurance. Unless Borrower provides Lender with evidence of the ms.u.a. e coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expensive pricet Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The Loverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower it connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower may be aborrower's and Lender's agreement. If 1 m² is purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including lacrest and any other charges Lender may impose in connection with the placement of the insurance, until the effective dx e of it cancellation or expiration of the insurance. The costs of the Insurance may be added to Borrower's total o. istanding balance or obligation. The costs of the Insurance may be more than the cost of insurance Borrower may be able to a valin 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.

Julie Rathnow (Seal)	(Seal) -Borrower
	(Seal) -Borrower
(Seal)	(Seal) -Bortower
Witness:	
villess.	Witness:

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[Space Below T	This Line For Acknowledgment)
State of Illinois	
County of Cook	•
The foregoing instrument was acknowledged	before me this November 2, 200
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C	
<i>y</i>	
Ox	
"OFFICIAL SEAL"  TOTAL  TOTAL	Signature of Person Taking Acknowledgment
COMMISSION EXPIRES 01/11/09	DIPTIBEN J-SHAN
	Title Signature
(Seal)	Serial Number, if any
	1/1
	C/2
	SON CONTRACTOR
	0.

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#### SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

LOT 21531 IN WEATHERSFIELD UNIT 21 2ND ADDITION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 7, 1976 AS DOCUMENT NUMBER 2880008.

Dropolity Or Cook Colling Clark's Office FOR INFORMATIONAL PURPOSES ONLY: THE APN IS SHOWN BY THE COUNTY ASSESSOR AS 07-28-304-070; SOURCE OF TITLE IS DOCUMENT NO.