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Doc#: 0802410022 Fee: \$90.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 01/24/2008 11:17 AM Pg: 1 of 13

This instrument was prepared by: NICK PUGIT 4240 INTEXNATIONAL PKWY CARROLL FON, TX 75007 PHONE NO. 9 72, 562-4159

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LS-617-4402			
[Space Above Tr s Line For Recording Data]			
ING. BANK, FSB. 1. SOUTH OBANGE STREET, WILMINGTON, DE 19801			
When recorded return to: (Name and Ardrer 3)			
ING BANK, FSB . 500. WEST, ST, GERMAIN, STREET, STE 200, ST, TLOUD, MN . 56301.			
MORTGAGE			
DEFINITIONS			
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in			
Section 16.			
(A) "Security Instrument" means this document, which is dated			
together with all Riders to this document			
(B) "Bottower" is BODOLFO.A. ALVARADO. AND ANNA MARIA ALVARADO. HU. W. FE. NOT IN TENANCY. IN SOMMON. BUT IN JOINT TENANCY.			
(C) "Lender" is ING BANK, FSB.			
Lender is a FEDERAL SAYINGS BANK  riganized and existing under the laws of THE UNITED STATES OF AMERICA.  ender i's address is			
600 WEST, ST. GERMAIN, STREET, STE 200, ST. CLQUD, MN 56301 ender is			
the mortgagee under this Security Instrument.			
(D) "Note" means the promissory note signed by Borrower and dated 0.1-02-2008.			
The Note states that Borrower owes Lender FOUR HUNDRED SIXTEEN THOUSAND AND MO/100.  Dollars (U.S. \$ 416,000,00) plus interest. Borrower was			
promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 02:01:2032			
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the			
Property.			
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due			
under the Note, and all sums due under this Security Instrument, plus interest.  (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders			
are to be executed by Horrower Icheck hox as annicable!			
☑ Adjustable Rate Rider ☐ Condominium Rider ☐ Second Home Rider			
Zi Adjustable Rate Rider □ Condominium Rider □ Second Home Rider     □ Balloon Rider □ Planned Unit Development Rider □ Other(s) [specify]     □ 1-4 Family Rider □ Biweekly Payment Rider			
☐ 1-4 Family Rider ☐ Biweekly Payment Rider			
(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.			
Form 3014 1/91			
BLINOISSingle FamilyFamile Mae/Freddle Mac UNIFORM INSTRUMENT			

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(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Bo rower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, induct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point of sale transfers, automated teller machine transactions, transfers initiated by telephone, whire transfers, and autor ated clearinghouse transfers.

(K) "Escrow Items" means those terms that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemn not or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepassion of, or omissions as to, the value and/or condition of the Property. Property.

[M] "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly sche tuled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Lst. whent.

(O) "RESPA" means the Real Estate Settlement Procedur's Act (12 U.S.C. \$2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they right be amended from time to time, or any additional or successor legislation or regulation that governs the same Abject 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 more geging loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that his taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Sourity Instrument. TRANSFER OF RIGHTS IN THE PROPERTY This Security Instrument secures to Lender: (i) the repayment of the Log 1, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, good and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the GOUNTY.

COOK.

[Type of Recording Jurisdiction] SEE ATTACHED EXHIBIT A OFFICE

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures 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 COVENANTS that Borrower is 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 the little to the Property against all claims and demands, subject to any encumbrances of record.

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Exhibit "A"

ILLINOIS—Single Family—Famile Mac/Freddie Mec UNIFORM INSTRUMENT

Rankara Systems, Inc., St. Cleust, MN, Form MD-1-II., 10/16/2000

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

UNIFORM COVEN INTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal Interest, Escrow 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 No... Borrower shall also pay funds for Escrow Items pursuant 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 receives by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's heck or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a foreral agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

ransfer.

Payments are deemed received by Lendar when received at the location designated in the Note or at such other location as may be designated by Lendar ir accirdance with the notice provisions in Section 15. Lendar may return any payment or partial payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment or partial payments are insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to lefture such payment or partial payments in the future, but Lender is not obligated to apply such payments at the 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 fact or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal be lance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Sourity 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; (c) amounts due under Section 3. Such ayments shall be applied to each Periodic Payment in the order in which it became due. Any remaining at the location to describe the scale of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient to transfer the Note beautiful to the principal balance of the Note.

charges, second to any other amounts due under this Security Instrument, and u.e. to educe 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 then one Periodic Payment is outstanding, Lender may apply any payment rece v.d from Borrower the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in ful! 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 an, pre avment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal oue under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments are the under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (1) to any and assessments and other terms which can attain priority over this Security Instrument as a lien or encumt have on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower; and such dues, fees and assessments shall be an Escrow Items. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall promptly furnish to Lender and such dues, fees and assessments shall be an Escrow Items at any time during the term of the Loan, Lender may require that Community A

ILLINOIS—Single Family—Fannie Mae/Freddle Mac UNIFORM INSTRUMENT Bankers Systems, Inc., St. Cloud, MN Form MD-1-IL 10/16/2000

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upon such revocation, forrower shall pay to Lender all Funds, and in such amounts, that are then required under

upon such revocation, sorrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at my time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estir atc the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrewice as 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 Levier is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow terms no later than the time specified under RESPA. Lender shall not charge Borrower. The lings and applying the Funds, annually analyzing the escrow account, or verifying the Bescrow Items, unless I and repays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Levy extension is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be re ultimated to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. I there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower are required by RESPA, and Borrower shall pay to Lender the amount recessary to make up the shortage in accordance with LESPA, 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 in escrow as secured by this Security Instrument, Lender shall promptly

this Security Instrument, Lender may give Borrower a notice identifying the lien. With, 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions so forth above in this Section 4.

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not 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 coverag

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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All insurance practics required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such paic es, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss paic. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurar se overage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall into e 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 pramptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether and the insurance was required by Lender, shall be applied to restoration or repair of the Property, it the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and pair in the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and pair in the restoration in a single pay and in particular to ensure the work has been completed to Lender's satisfaction, provided that such interest 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 Horrover any interest to earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and all be the sole obligation of Borrower. If the reso at on 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,

as such rights are applicable to the coverage of the Property. Lender may as 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 e. Be crower's principal residence within 60 days after the execution of this Security Instrument and shall conting to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, ut ess I ender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extemating cirrumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the 'rope ty. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to proper to the Property and it is determined pursuant to "whom the capair or restoration is not economically feasible, Borrower shall promptly repair the Property of lamaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in coron-lon with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring he Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the 1-gray and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or 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, Borrower should be provided to the time of or prior to such an interi

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the value of the P.op. ty, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) payin, a sy sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) payin, a casonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entring the Property to make repairs, change locks, replace or board up doors and windows, drain water from ripe, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by and under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These are our s shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon a least had, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leaschold and the fee title shall not merge unless Lender agrees to the merger in writing.

shall be payable, with such interest, upon of the from Lender to Borrower requesting payment.

If this Security instrument is on a least rid, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leaschold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to ma ntain the Mortgage Insurance coverage required by Lender cases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make aperately designated payments toward the premiums for Mortgage Insurance previously in effect, to a natternate mortgage insurer selected by Lender (substantially equivalent to the Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that we due when the insurance coverage cased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithster and the fact that the Loan is ultimately paid in tull, and Lender shall not be required to pay Borrower any interest or e rains so no such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again because available, is obtained, and Lender required Mortgage Insurance as a condition of making the Loan and Borrower was re used to make separately designated payments toward the premiums for Mortgage Insurance in accordance with any written agreement between Borrover and Lender required Mortgage Insurance can effect, or to provide a non-refundable loss reserve. Up a new payments of Mortgage Insurance in effect, or to provide a non-refundable loss reserve. If Lender's requirement for

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has

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1000 B had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such it is potion shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement of the series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible of lender shall not be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

paid to Borrower.

In the event of a partial taking, descriving destruction, or loss in value of the Property in which the fair market value of the Property immediately before the prita taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security in trument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender other the agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscell meous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value. Any balance of the Property immediately destruction, or loss in value.

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

If the Property is abandoned by Borrower, or if, after ratice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to seale 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 thin party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in rega." to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether of or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material in pairment 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 as provided in Section 19, by causing the action or proceeding for claim for damages that are attributable to the 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 as ig ted and shall be paid to Lender.

in the Property or rights under this Security Instrument. The proceeds of any award of value of callings and are attributable to the impairment of Lender's interest in the Property are hereby astig ted and shall be paid to Lender.

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

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

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument or the Note without the co-signer's consent.

Subject to th

and assigns of Lender.

14. Loan 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

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Instrument, including out not limited to, attorneys' fees, property impection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be address the control of the control of

ILLINGIS—Single Family—Fannie Mae/Freddie Mac UN/FORM INSTRUMENT Systems, Inc., St. Cloud, MN Form MD-1-IL 10/15/2000

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Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) in cash; (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 and as Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall emain 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 and Lan Servicer; Notice of Grievance. The Note or a partial interest in the Note (or gether 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 critical (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument, and Arginoble 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 state the as and address of the new Loan Servicer, the address to which payments should be made and any other infor nation 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.

servicing. If the Note is sold and thereafter the 10 st. is erviced by at 20an service of the Mote, the mortgage loan servicing obligate is a Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser.

Neither Borrower nor Lender may commence 'sir, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises 'rom the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached in provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has solited the other party (with such notice given in compliance with the requirements of Section 15) of such allege, 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 clapse before certain action can be taken, that the period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, other flammable or toxic petroleum product, the pasticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive fusicists and therbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive fusicials to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, readial action, or removal action, as defined in Environmental Law and laws of the jurisdiction where the Property is Borrower hall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances,

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,

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT e, Inc., St. Cloud, MN Form MD-1-IL 10/16/2000

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foreclosure by juricle 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 diense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Security and the collect all expenses incurred in pursuing the remedies provided in this Security and the collect all expenses incurred in pursuing the remedies provided in this Security and the collect all expenses incurred in pursuing the remedies provided in this Security and the collect all expenses incurred in pursuing the remedies provided in this Security and the collect all expenses incurred in pursuing the remedies provided in this Security and the collect all expenses incurred in pursuing the remedies provided in this Security and the collect all expenses incurred in pursuing the remedies provided in this Security and the collect all expenses incurred in pursuing the remedies provided in this Security and the collect and the collect all expenses incurred in pursuing the collect and the collect all expenses incurred in pursuing the collect all expenses incurred in the collect all expenses incurred in the collect all expenses incurred in the collect and the collect all expenses incurred in the collect all expenses incurre

remeanes provided in this Section 22, including, but not infined to, reasonable attorneys fees and costs of title evidence.

23. Release. Upon paymer of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall per any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fight 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 under and by virtue of the Illinois homes ad exemption laws.

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's greement with Lender, Lender may purchase insurance at Borrower's interests. The coverage that Lender nurchases 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 agree ner. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance in the cost of the cancellation or expiration of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

By SIGNING RELOW Research and approach to the temperature contained in this Security.

BY SIGNING BELOW, Borrower accepts and agrees to the term and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

	Godofal anado	(Seal)
RC	DDQLFO A. ALVARADO	-Borrower
•	Dolfo & ALVARADO Osna Marier Reva	(Seal)
Al Al	NNA MARIA ALVARADO	-Borrower
[Space Below This	Line For Acknowledgment]	) <u> </u>
STATE OF ILLINOIS,	₹ County ss:	
, Shelia wazo		Co
a Notary Public in and for said county and state, cer ALVARADO, HIS WIFE, NOT IN TENANCY IN COM	IMÓN, BUT, IN JOINT TENANCY	
personally known to me to be the same person(s) who the foregoing instrument, appeared before me this signed and delivered the instrument as	day in person, and acknowledged that	he/she/they
mirroses therein set forth		
Given under my hand and official seal, this	Shooning day of	
My Commission expires: 03/11/2011	Dhelse was	(
,,	Notary Public	***************************************

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT c., St. Cloud, MN Form MD-1-IL 10/16/2000

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Shelia Ward Notary Public State of Illinois My Commission Expires 03/16/2011

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#### ADJUSTABLE RATE RIDER

Open Ye (LIBOR One-Year Index (As Published In The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE PATE RIDER is made this 01/02/2008, and is incorporated into and shall be deemed to amend and up le nent the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same 'the given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ING Bank, fsb, 600 West St. Germain Street, Suite 200, St. Cloud, MN 56301 (the "Let der") of the same date and covering the property described in the Security Instrument and located at:

### 5423 North Bernard Societ Chicago IL 60625

(Property Adamss)

THE NOTE CONTAINS PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE I MITS THE AMOUNT THE BORROWER'S INTEREST FATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants are agreements made in the Security Instrument, Borrower and Lender further covenant and agree as foliows:

### INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.000%. The Note provides for c'anges in the interest rate and the monthly payments as follows:

#### INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of February 1, 2013, and on the day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date.'

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 one-year 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 date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 1.500 percentage points (1.500%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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CO CONTRACTOR The Note Holler will then determine the amount of the monthly payment that would be sufficient to repay the unprice principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount ox my monthly payment.

(D) Limits on Inte rest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.000% or less than 4.000%. Thereafter, my ir acrest rate will never be increased or decreased on any single Change Date by more than two percent age points from the rate of interest I have been paying for the preceding 12 months. My interest rate will nev a be greater than 12.000%.

(E) Effective Date of Change

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

Notice of Changes

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice cany changes in my interest rate and the amount of my monthly payment before the effective dat. of any change. The notice will include information required by law to be given to me and also the ti' and telephone number of a person who will answer any question I may have regarding the notice.

TRANSFER OF THE PROPERTY OR A BENEFICIAL IP TEREST IN BORROWER Section 18 of the Security Instrument is amended to read as ic Lov sa

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

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

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

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the Note and this Security Instrument unless Lender releases Borrower in writing. If Lender encourieses 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 and the date the notice is given in accordance with Section 15 within which Borrower rust pay all sums secured by this Security Instrument. If Borrower fails to pay the community of the expiration of this period, Lender may invoke any remedies permit of on this Security Instrument without further notice or demand on Borrower.

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

Mus Waris clyarads (Seal)
Anna Maria Alvarado -Borrow

Godel Callinide

Rodolfo A Alvarado

\_\_ (Seal) -Borrower

#### Exhibit A

ALL THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:

LOT 28 IN BLOCK 1 IN S. MILTON EICHBERG'S SECOND SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL ID NO: 13-11-207-013-0000.

Commonly known as 5423 North Bernard Chicago, IL 60625 However, by showing this address no additional coverage is provided.

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D COOR



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MORTGAGE

US Recordings

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