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Doc#: 0804611099 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 02/15/2008 11:39 AM Pg: 1 of 11

P.cord and Return to: FIN ANY LALL FREEDOM SENIOR FUNDING CORPO'(A') ION, A SUBSIDIARY OF INDYMAC BANK,

500 NORTH RIDGE POAD STE. 500 ATLANTA, GEOP JI/. 30350 Prepared by:

FINANCIAL FREEDOM EN OF FUNDING CORPORATION, A SUBSIDY RY OF INDYWAC BANK, F.S.B. 1660 EAST ROSEVILLE PARKW 1Y, STE 100 **ROSEVILLE, CALIFORNIA 95661**

[Space A not a This Line For Recording Data]

State of Illinois

FHA Case No.

137-3673645-952 3000126207

ADJUSTABLE RATE HOME EQUITY CONVERSION MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEB' LU ARY 01, 2008 MARY EDNA MILLER

. The mortgagor is

whose address is 3518 W POLK STREET,

CHICAGO, ILLINOIS 60624

This Security Instrument is given to

FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, A SUBSIDIARY OF INDYN (AC

BANK, F.S.B.

organized and existing under the laws of THE STATE OF DELAWARE

, which is , and whose gudress is

("Borrower").

1660 EAST ROSEVILLE PARKWAY, STE 100, ROSEVILLE, CALIFORNIA 95661

("Lender"). Borrower has agreed to repay to Lenue.

amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of

FOUR HUNDRED TWELVE THOUSAND EIGHT HUNDRED AND 00/100 -----); (b) the gayment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on , 2081 . For this purpose, Borrower does hereby mortgage, grant and convey to Lender SEPTEMBER 08 County, Illinois:

the following described property located in COOK

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SELFYHIBIT A LEGAL DECRIPTION

which has the address of 3518 W POLK STLOET

O'S O'S C

CHICAGO

, ILLINOIS

[Street]

60624

[Zip]

("Property Address");

[City]

[Str.c]

TOGETHER WITH all the improvements now or hereaker eracted on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. At replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to nt' is 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 unencumbert 1. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national time, and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering and property.

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

- 1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.
- 2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evider of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments the formula borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.
- 3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Prope ty, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and to Lender jointly. Insurance proceeds shall be applied to

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rescoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument, Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of forect were of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right *id* and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to o cur fine Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall ve the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy an age or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear exc pted. Borrower shall also be in default if Borrower, during the loan application process, gave materially felse or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection win the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged and as Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. In failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has refer to very over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragra h 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal or ceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Archerty and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mer nor 1 in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

- 6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.
- 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness

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under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding industry are as under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

2. Fe .s. Lender may collect fees and charges authorized by the Secretary.

- 9. Groce is for Acceleration of Debt
 - (a) pr. arc Payable. Lender may require immediate payment in full of all sums secured by this Security Instrume a if.
 - (i) A B prower dies and the Property is not the principal residence of at least one surviving Borrower; or
 - (ii) All of a bello of the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold a cherwise transferred and no other Borrower retains title to the Property in fee simple or retains a let schold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life ceture (or retaining a beneficial interest in a trust with such an interest in the Property).
 - (b) Due and Payable with Secretary Approval. Lender may require immediate payment in full of all sums secured by this Security Instrument, up an approval of the Secretary, if:
 - (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at le st o ie other Borrower; or
 - (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property on the principal residence of at least one other Borrower; or
 - (iii) An obligation of the Borrower under this Security Ir strument is not performed.
 - (c) Notice to Lender. Borrower shall notify Lender whenever any of the events listed in this Paragraph (a) (ii) or (b) occur.
 - (d) Notice to Secretary and Borrower. Lender shall notify the Longer y and Borrower whenever the loan becomes due and payable under Paragraph 9 (a) (ii) or (b). Longer shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to off to.
 - (i) Correct the matter which resulted in the Security Instrument coming due ar a payeble; or
 - (ii) Pay the balance in full; or
 - (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
 - (iv) Provide the Lender with a doed in lieu of foreclosure.
 - (e) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.
 - (f) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to SIXTY DAYS from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any



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difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accr. ed interest, owed by Borrower at the time of the assignment.

1' R instatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the roadition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and custom my attorneys' fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement of:

(i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude forecle sure of different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. Lien Status.

- (a) Modification. Borrower agn estimated this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount state do or the maximum period under which loan advances retain the same lien priority initially granted to loan advances that same lien priority initially granted to loan advances that the same lien priority initially granted to loan advances that the execution and recordation of one or more documents, then Lender shall obtain title evidence at 30 to rer's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate ties that the Lender determines will also be subordinate to any future loan advances), Lender shall requer the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security in the ment.
- (b) Tax Deferral Programs. Borrower shall not participate in a real estate to the deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.
- (c) Prior Liens. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secure a by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactery to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines and any part of the Property is subject to a lien which may attain priority over this Security Instrument, Let dermay give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to Second Security Instrument.

- (a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.
- (b) Relationship of First and Second Security Instruments. Payments made by the Secretary shall not be included in the debt under the Note unless:
 - (i) This Security Instrument is assigned to the Secretary; or
 - (ii) The Secretary accepts reimburnement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) cr (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.



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(c) Effect on Borrower. Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property and Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in Taill of all outstanding principal and accrued interest under the Second Note; or
- (ii) By of ligated to pay interest or shared appreciation under the Note at any time, whether accrued before or first the payments by the Secretary, and whether or not accrued interest has been included in the principal behaves under the Note.
- (d) No Duty of the Scretary. The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to the actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.
- 14. Forbearance by Lender No. a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the warping of any right or remedy.
- 15. Successors and Assigns Boun: Jir, and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreement is shall be joint and several.
- 16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.
- 17. Governing Law; Severability. This Security Instrument shall be giverned by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument.

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

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all he or and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenuer and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

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- 26. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may fore one this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred a parsuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fee on 1 costs of title evidence.
- 21. Lien Triantr. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Prope ty as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to provide and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of MAY, 2001 ar an that day of each succeeding year the first day of each succeeding month ("Change Date") until the 'oa' is repaid in full.

The "Current Index" means the most recent Index figure available 30 days before the Change Date, and if the Change Date is not the first business day of the week, the Current Index, will be the Index as published the first business day of the week in which the Change Date occurs. Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be calculated Interest Rate if or each Change Date. The Calculated Interest Rate will or compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

(Annually Adjusting Variable Rate Feature) The Calculated Interest Rate can be nore than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Existing Interest Rate.

Monthly Adjusting Variable Rate Feature) The Calculated Interest Rate will never inc ease above THIRTEEN AND 963/1000 percent (13.96300 %).

The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitation(s) and will be uneffect until the next Change Date. At any Change Date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 24. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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Rk. with this ident cut the control of the control toge her with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and sur lerr ent the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Inst. m.nt. [Check applicable box(es).]

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded

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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any ride. (s) executed by Borrower and recorded with it. (Seal) MARY EDNA M'LI ER -Borrower (Seal) OUNTY Clarks (Seal) -Borrower (Seal) (Seal) (Seal) -Волгожен (Seal)

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[Space Below This Line For Acknowledgment]

STATE OF IL

I, SUSOMA Aponte , a Notary Public, certify that

personally known to me to be the same person whose name(s) appeared before me this day in person, and acknowledged that free and voluntary act, for the same and purposes therein set forth.

(Recorder's Box #

This Document Prepared By: Name:

Address:

OFFICIAL SFAL
SUSANÁ APONTE
NOTARY PUBLIC - STATE OF ILLIMOIS
MY COMMISSION EXPIRES:10.77/09

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Commitment Number: 138136-RILC

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Ianu.

T 34 IN HENRY ...
JMMINGS AND COMPA.

1E SOUTHEAST 1/4 OF SEU.
RINCIPAL MERDIAN, ACCORDING.
IO. 7362170, IN COOK COUNTY, ILLING.
PIN(S): 16-14-408-034-0000

CKA: 3518 WEST POLK STREET, CHICAGO, IL, 60624