UNOFFICIAL COPY



Doc#: 0805011059 Fee: \$62.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 02/19/2008 11:18 AM Pg: 1 of 20

above this Country Clarks Office ----Spare above this line is for Recorder's use only-----

2008

0805011059 Page: 2 of 20

UNOFFICIAL COPY

Naturn To:

CitaMortgage, Inc.
Attn Drament Processing
P.O. Br. 79 1021
St. Louis, N' 3179-0021

Prepared By: CitiMortgage, Inc. 699 Walnut Des Moines, IA 50309

[Space Above This Li te For Recording Data]

MORTGAGE

MIN 100011520050782152

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 February 7, 2008 together with all Riders to this document.

(B) "Borrower" is Victor Bahena, UN MARCH and Francisco Vargas

*does not constitute homestead property

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

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

-6A(IL) (0010).01

Initials: VB FVR

Form 3014 1/01

CitiMorigage 3.2.13.21 Vi

VMP Mortgage Solutions, Inc

0805011059 Page: 3 of 20

UNOFFICIAL COPY

(D) "Ler der" is CitiMortgage, Inc.	
Lender is a Corpulation	•
organized and existing under the laws of New York Lender's address is 250 Technology Drive, O' Fallon, MO 63368-2240	
(E) "Note" means the promissory note signed by Borrower and dated February The Note states that Borrower ower Lie, der Two Hundred Eighty Three Thou	7, 2008 sand
(U.S. \$ 283,000.00) plur interest. Borrower has promised to pay Payments and to pay the debt in full not later than March 1, 2038 (F) "Property" means the property that is described below under the heading	•
Topcity.	
(G) "Loan" means the debt evidenced by the Note, plus i iterest, any prepaymous under the Note, and all sums due under this Security Instrument, plus interectly "Riders" means all Riders to this Security Instrum in that are executed by Riders are to be executed by Borrower [check box as applicative]:	
	[specify]
(I) "Applicable Law" means all controlling applicable federal, state and ordinances and administrative rules and orders (that have the effect of law) as non-appealable judicial opinions. J) "Community Association Dues, Fees, and Assessments" means all dues, charges that are imposed on Borrower or the Property by a condominion association or similar organization. K) "Electronic Funds Transfer" means any transfer of funds, other than a check, draft, or similar paper instrument, which is initiated through an election and the computer, or magnetic tape so as to order, instruct, or authorize a por credit an account. Such term includes, but is not limited to, point-of-sale machine transactions, transfers initiated by telephone, wire transfers, and ransfers.	weil as all applicable final, fees, assessment and other association, homeowners a transaction originated by tronic terminal, telephonic financial institution to debit
L) "Escrow Items" means those items that are described in Section 3. M) "Miscellaneous Proceeds" means any compensation, settlement, award of any any third party (other than insurance proceeds paid under the coverages desclamage to, or destruction of, the Property; (ii) condemnation or other taking property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations realized and/or condition of the Property.	cribed in Section 5) for: (i) g of all or any part of the of, or omissions as to, the
 N) "Mortgage Insurance" means insurance protecting Lender against the non he Loan. O) "Periodic Payment" means the regularly scheduled amount due for (i) prin Note, plus (ii) any amounts under Section 3 of this Security Instrument. 	cipal and interest under the
P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Semplementing regulation, Regulation X (24 C.F.R. Part 3500), as they might lime, or any additional or successor legislation or regulation that governs the san this Security Instrument, "RESPA" refers to all requirements and restrictions of a "federally related mortgage loan" even if the Loan does not qualify as a san under the part of the same parameters.	be amended from time to

002005078215 VMP -6A(IL) (0010).01

hitlols: VB FV Rom 3014 1/01 CiliMorigage 3.2.13.21 VI

0805011059 Page: 4 of 20

JNOFFICIAL COPY

(Q) Sorces or in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RICHTS IN THE PROPERTY

This Security Instrur ent secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the No'e; nd (ii) the performance of Borrower's covenants and agreements under this Security Instrument and me Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as iominee for Lender and Lender's successors and assigns) and to the successors and assign of MERS, the following described property located in the [Type of Recording Jurisdiction] of Cook [Name of Recording Jurisdiction]:

See Schedule A Attached Hereto And Made A PartHereof

Parcel ID Number: **4541 W SCHUBERT AVE** Ount Clerk's which currently has the ad (ress) f

CHICAGO

[City], Illinois 60639-

louge. [Zip Code]

("Property Address");

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 understands and agrees 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 any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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 title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform coverage real to the property instrument covering real

covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real

property.

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

1. Payment of Principal, Interest, 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 charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items

002005078215 MP -6A(IL) (0010).01

Initials: UR FV Porm 3014 1/01

[─]0805011059 Page: 5 of 20

UNOFFICIAL COPY

pursuant 's Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. "Lovever, if any check or other instrument received 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 check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrument lity or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment of payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereu ider or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obugent to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of the scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such a applied 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 earner, such funds will be applied to the outstanding principal balance under the Note immediately prior to fore los are. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrover from making payments due under the Note and this Security Instrument or performing the covenants and arreements 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 templaing amounts shall be applied first to late charges, second to any 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 amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be 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 Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

002005078215 VMP -6A(IL) (0010).01

Initials: UR FVI

0805011059 Page: 6 of 20

UNOFFICIAL COPY

due for a y E crow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish the lender 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 Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and 20.00 wer shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the wrive, as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, pon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under his Section 3.

Lender may, at any time, collect and roll 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 estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrew Ite ns or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose peoposits 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 puy the Fiscrow 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 agree ment is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall no being interest or earnings on the Funds. Borrower and Lender can agree in writing incover, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an actual 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 '2 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

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

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

002005078215 CMP -6A(IL) (0010).01

Initials: 1.18 F (Jack 3014 1/01 CitiMortgage 3.2.13.21 VI

0805011059 Page: 7 of 20

UNOFFICIAL COPY

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the rations set forth above in this Section 4.

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

5. Property In Trance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against uses by fire, hazards included within the term "extended coverage," and any other hazards including, but or, limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier proving the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, vaich 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 such the 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 Emerget of Anagement 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 ander 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 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 all hear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon actice from Lender to Borrower requesting payment.

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

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

002005078215 MP -6A(IL) (0010).01

Initials: UB F UFP 3014 1/01
CitiMorigage 3.2.13.21 VI

0805011059 Page: 8 of 20

UNOFFICIAL COPY

the excers, it any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related realities. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has effered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the rotice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, For ower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exce a tree amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish and use the Property as Borrower's principal residence within 60 days after the execution of this Secu ity Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be operasonably withheld, or unless extenuating circumstances 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 set riorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to a scondition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically flasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restoration.

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

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide 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.
- 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 secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

002005078215 VMP -6A(IL) (0010).01

Initials: 1/B F F F T 3014 1/01
Cittl Mortgage 3.2.13.21 V1

0805011059 Page: 9 of 20

JNOFFICIAL COPY

attorneys tee to protect its interest in the Property and/or rights under this Security Instrument, including its secured for it a bankruptcy proceeding. Securing the Property includes, but is not limited to. entering the locarty to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate outlding 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 chilgation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under th's Section 9.

Any amounts disbursed of Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument Trese 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

If this Security Instrument is on the sehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the troperty, the leasehold and the fee title shall not merge unless

Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender require 1 Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the 1 lortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was r qui ed to make separately designated payments toward the premiums for Mortgage Insurance, Borrowei riall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent 'no gage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the sparately designated payments that were due when the insurance coverage ceased to be in effect. Lender will acce t, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, a different shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that 1 ender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender require. Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Leader's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

Morigage 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

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

premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

002005078215 -6A(IL) (0010).01

Initials: 1/01 3014 1/01

0805011059 Page: 10 of 20

JNOFFICIAL COPY

is such agreements will not affect the rights Borrower has - if any - with respect to the Mortgige Ligurance under the Homeowners Protection Act of 1998 or any other law. These rights may includ the right to receive certain 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 Mc traige Insurance premiums that were unearned at the time of such cancellation or

11. Assignment of Mis rellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby

assigned to and shall be paid to cender.

If the Property is damaged, sycia Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration o repair is economically feasible and Lender's security is not lessened. During such repair and restoration parica, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to ir spect such Property to ensure the work has been completed to Lender's satisfaction, provided that such i specific shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disburser. Tor in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be requi ed to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not conomically 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 be lower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, it loss a 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 ag ee a writing, the sums secured by this Security Instrument shall be reduced by the amount of the Mircell neous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the

multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower. In the event of a partial taking, destruction, or loss in value of the Property 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, unly as amount of the sums secured immediately before the partial taking, destruction, or loss in value, unly as the Miscellaneous Proceeds shall be applied to the sum. Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

002005078215 -6A(IL) (0010).01

Initials: UR F V Forg 3014 1/01 CitiMortgage 3.2.13.21 VI

0805011059 Page: 11 of 20

UNOFFICIAL COPY

to Borrover or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the stands 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, wanout 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 apply or remedy.

13. Joint and Several Liabil'ay; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligat ms and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but one 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; (b) is not presently obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Struce sor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, 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 wiless 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 fees for services projection with Borrower's default, for the purpose of protecting Lender's interest in the I roperty and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection 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 construed as a prohibition on the charging of such fee. Let Jet may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Levil

fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is final y in correted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded pe mitter limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all 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 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.

002005078215 VMP -6A(IL) (0010).01 Initials: JR F VR SO14 1/01

0805011059 Page: 12 of 20

JNOFFICIAL COPY

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

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or wo ds of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to

take any action.

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

18. Transfer of the Property or a Bene'n ial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or ben ficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of tide by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower and Contract of the Property or any Interest in the Property is sold or transferred (or if Borrower and Property or any Interest in the Property is sold or transferred (or if Borrower and Property or any Interest in the Property or any Interest in the Property is sold or transferred (or if Borrower and Property or any Interest in the Property is sold or transferred (or if Borrower and Property or any Interest in the Property or any Inte

is not a natural person and a beneficial interest in Borrower i so'd or transferred) without Lender's prior written consent, Lender may require immediate payment in \mathfrak{a}^p of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender of such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given it accc dance with Section 15 within which Borrower must pay all sums secured by this Security Instrument If sorrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remeres 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 discontinued of any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of (ii. Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's again to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions at e that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstalement sums and expenses 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 deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in 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 unrelated to a sale of the Note. If there is a change of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer unrelated to a sale of the Note. Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

002005078215 -6A(IL) (0010).01

Initials: UR F Form 2014 1/01

0805011059 Page: 13 of 20

UNOFFICIAL COPY

requires i, connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loin Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will entrin 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 ner ber 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 until such Borrower or Lender has notified the other party (with such notice given in compliance with the legan ments of Section 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 wiid, and elapse before certain action can be taken, that time 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 20.

21. Hazardous Substances. As used in this Section 22. (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wa es by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic peroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyd, 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 Cleanor, includes any response action, remedial action, or removal action, as defined in Environmental Law; and (a) a "Environmental Cleanup." Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall of do nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

002005078215 VMP -6A(IL) (0010).01

Initials: VB Form 3014 1/01
CitiMortgage 3.2.13.21 V1

Page 12 of 15

0805011059 Page: 14 of 20

UNOFFICIAL COPY

NOY.-U IIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 22. Accelerator; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breact, 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, foreclo ure 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 or or before the date specified in the notice, Lender at its option may require immediate payment in ull 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 osts 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 her say releases and waives all rights under and by virtue of the Illinois homestead exemption laws.
- 25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender win a vidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim. "And Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

002005078215 VMP -6A(IL) (0010).01 Form 3014 1/01

0805011059 Page: 15 of 20

UNOFFICIAL COPY

Security more and in any Rider executed by Borrower and recorded with	covenants contained in this
Witnesses:	
- Victor Baher	J G (Seal) -Borrower
Victor Bahena (Sign Original Only)	-Borrower
Janeiz C	o Vargaz Rogel
Francisco Vargas	
	Ports Office
	O _C
	16
	O _x
	6

0805011059 Page: 16 of 20

UNOFFICIAL COPY

STATE OF LLINOIS,

I, ha is sue

state do hereby cerusy that

County ss: WOOK , a Notary Public in and for said county and

and Francisco Vargez Rogel

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he she/they signed and delivered the said instrument as his/her/heir free and voluntar, act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7 day of Fels 2008.

Jory's Office

My Commission Expires:

OFFICIAL SEAL Agnieszka Zaborowski

Notary Public, State of Illinois

My Commission Expires 07/10/10

002005078215 -6A(IL) (0010).01 Initials: UB F

Page 15 of 15

Form 3014 1/01

CitiMortgage 3.2.13.21 V1

0805011059 Page: 17 of 20

UNOFFICIAL COPY

day of February, 2008 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Bor ower's Note to CitiMortgage, Inc.

"Lender") of the same date and covering the Property described in the Security Instrument and located at:

4541 W SCHUBERT AVE, CHICAGO, IL 60639 [Property Address]

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agrer as follows:
- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following item—now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, c 1, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air, and light, fire prevention and extinguishing apparatus, security and access control apparatus, plur ibing bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwaber, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shade, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings. all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property.
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3170 1/01

002005078215 Wolters Kluwer Financial Services VMP 9-57R (0411).01 Page 1 of 3



CitiMortgage 3.2.13.21 V1

0805011059 Page: 18 of 20

UNOFFICIAL COPY



- F. BORROWER'S OCCUF AND Y. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrowar's occupancy of the Property is deleted.
- G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment. Lender shall have the right to modify, extend or terminate the existing leases and to exacute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall man "sublease" if the Security Instrument is on a

leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assignt for transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agence to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agence. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only. If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall be and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, permiuns on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assestments and other charges on the Property, and then to the sums secured by the Security Instrument (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. 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 all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Page 2 of 3

002005078215

VMP ®-57R (0411).01

CitiMortgage 3.2.13.21 V1

-0805011059 Page: 19 of 20

UNOFFICIAL COPY

BY SIGNING BELOW, Corrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

1/1Ctor Bahava

(Seal)

Vi tor Bahana (Sign C. igin: | Only)

Francisco Varyas Rogel

002005078215

VMP *-57R (0411).01

Page 3 of 3

Form 3170 1/01 CitiMortgage 3.2.13.21 VI

0805011059 Page: 20 of 20

UNOFFICIAL COPY

EXHIBIT "A"

LOT 14 IN J.E. WHITE'S RESUBDIVISION OF BLOCK 10 IN S.S. HAYES KELVYN GROVE ADDITION TO CHICAGO, IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL ID NUMBER: 13-27-310-007-0000

COMMONLY KNOWN AS: 4541 WEST SCHUBERT AVENUE

WN AS:

Co.

Column Clerk's Office