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1999-02-03 12:10:30

Cook County Recorder

RECORDING REQUESTED BY:

FIRST FRANKLIN FINANCIAL CORPORATION 2150 NORTH FIRST STREET **SAN JOSE, CA 95131**



Loan Number: 4929287

Date: September 1, 1998

REFORMATION/AMENDMENT TO MORTGAGE

THIS AGKERMEN'T is made effective the 1st day of September ,1998, by and between First Franklin Figureial Corporation ("Lender") and Andres Estrada married to Maria C. Estrada ~("Borrowers").

RECITAL

- a. Borrower made and delivered to Lender a Promissory Note (the "Note") in the principal amount of \$40,500 dated August 27, 1998 evidencing a loan in that sum made by Lender to Porrower(s).
- b. The Note is secured by a Mongage recorded in the Office of the County Recorder of Cook, Illinois on 9/1/9% as instrument # 98778706, against the real property commonly known 2. 585 Hill Drive #214, Hoffman Estates, IL 60195 and legally described as:

UNIT 11-214 IN STEEPLE HILL CONDOM, NIUM, AS DELINEATED UPON THE SURVEY OF THE FOLLOWING REAL ESCALE: LOT 1 OF HOFFMAN ESTATES APARTMENTS, A SUBDIVISION IN THE NORTH EAST QUARTER OF SECTION 16. TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25 288 100 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

APN: 07-16-200-046-1222

c. Lender and Borrower(s) desire to correct an error in the Mortgage securing the Note to accurately reflect their original intent and agreement.

AGREEMENT:

1. The Mortgage and all riders securing the Note is reformed and/or amended as follows:

MARIA C. ESTRADA TO WAIVE HER HOMESTEAD RIGHTS ON THE ADJUSTABLE RATE RIDER AND CONDOMINIUM RIDER.

2. Other than as set forth above, this Agreement does not create any new right or obligation for either Lender of Borrower(s) with respect to the Note or the Mortgage which, except as reformed and/or amended by the Agreement are reaffirmed in full. Reformation/Amendment to the Mortgage

Andres Estrada

Date

Maria C. Estrada

Maria C. Estrada

Date

signing soley for the purpose of waiving

homestead rights

STATE OF: ILLINOIS COUNTY OF: COOK

On September 4, 1998 before me,

the undersigned

, personally appeared

Andres Estrada married to Maria C. Estrada

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose Name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/he/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

M. Kline

Signature

OFFICIAL SEA!

M. KLIMEK

M. KLIMEK

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Robert Harry Torget

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ADJUSTABLE RATE RIDER

(LIBOR Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 27th day of August , 1998 , 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 Borrower's Adjustable Rate Note (the "Note") to FIRST FRANKLIN FINANCIAL CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 585 Hill Drive #214, Hoffman Estates, Illinois 60195

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE TAMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST FAT.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 11.500 %. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYWENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of September, 2000, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

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

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by addit g

Beven Percentage points (7.000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 14.500 % or less than 11.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000%) from the rate of interest I have been paying for the preceding six months; subject to the following limits: My interest rate will never be greater than 17.500% nor less than 11.500%.

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(E) Effective Date of Changes

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

(F) Notice of Changes

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

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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

To the extent permitted by applicable raw, Lender may charge a reasonable fee as a condition to Lender's consent to

the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security

Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases

Borrower in writing.

If Lender exercises the option to require immediate payment in 'ul', Lender shall give Borrower notice of acceleration.

The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which

Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further

notice or demand on Borrower.

BY_SIGNING BELOW, Borro	wer_accepts and a	agrees to the terms and coverانمبره	s_contained in_
this adjustable Rate Rider.	Indrev	Estrada	(Seal)
· ·	Andres Esti	rada /	-Borrower
-		Strada Signing soley for e of waiving homestead	rights. (Seal)
			-Borrower
_			(Seal)
			-Borrower
Document # 139	11 HP052	Inna	2 of 2 magage

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 27th day of August , 1998 , 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 Borrower's Note to

(the "Lender") of

the same date and covering the Property described in the Security Instrument and located at: 585 Hill Drive #714, Hoffman Estates, Illinois 60195

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

Steeple Hill Condo Association

FIRST FRANKLIN FINANCIAL CORPORATION

[Name of Condom niu n Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") helds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Porrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Porrower shall promptly-pay; when due; all dues and assessments imposed pursuant to the Constituent Documents.

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

-8U (9606) Form 3140 9/90

VMP MORTGAGE FORMS - (800)521-7241 & .

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B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender or the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Overs Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance

coverage

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. But twee shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy

acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or c, the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminest domain;

- - (ii) any amendment to any provision of the Constituent Documents if the provision

is for the express benefit of Lender;

- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Forrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condom, iii m Rider.

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