



LISA MADIGAN

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 Consumer Fraud Bureau
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 Springfield, IL 62706
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**ATTORNEY GENERALS
OFFICE**

FEB 08 2013

**CONSUMER FRAUD
"CHICAGO"**

Office Use Only

CLMS: 350333

AG: _____

Fill out the form online, then print and mail to the address above. Include copies (no originals please) of any supporting documents.

YOUR INFORMATION

NAME OF SELLER OR PROVIDER OF SERVICE

Name: Mr. Mrs. Ms. (check one)
JOSEPH YOUNES

Address:
120 W. MADISON ST., SUITE 1405

City: CHICAGO State: IL Zip Code: 60602 County: COOK

Your Telephone Number:
 Daytime: 312-372-1122 Ext.: _____
 Evening: _____ Ext.: _____

Your e-mail address (optional): _____

Are you a senior citizen? Yes No
 Are you a veteran? Yes No
 Are you a service member? Yes No

Name: DOCX

Address:
1111 Alderman Dr. Suite 350

City: Alpharetta State: GA Zip Code: 30005

Telephone: 770-753-4373 Ext.: _____

Website: _____

Additional seller or provider of service involved in transaction:
 Name: U.S. BANK CORP

Address:
800 NICOLLETT MALL

City: MINNEAPOLIS State: MN Zip Code: _____

Telephone: 651-466-3000 Ext.: _____

Website: WWW.USBANK.COM

Has this matter been submitted to another government agency, an arbitration service, or to any attorney? Yes No

If yes, please give name, address, telephone: _____

Is court action pending? Yes No

INFORMATION ABOUT THE TRANSACTION

Date of Transaction: _____ Did you sign a contract? Yes No
 (If yes, please attach a copy) Date contract was signed: _____

Was the product or service advertised? Yes No When? _____ (Please attach a copy of the advertisement, if applicable.)

How was the service advertised?

Newspaper/magazine
 Radio advertisement
 Television advertisement
 Internet advertisement
 E-mail solicitation
 Direct mail solicitation
 Telephone solicitation
 Yellow pages of the telephone book
 Facsimile solicitation
 Door-to-door solicitation
 Display at merchant's place of business
 Display at a trade show/convention, etc.
 Other _____

Total Cost of product/service: \$0.00

Amount paid to date/down payment: \$0.00

Method of payment (check one) (Please attach a copy.)
 Cash Check Money Order Credit Card Debit Card Bank Draft
 Wire Transfer Automatic Debit Other _____

If you paid with a credit card, have you contacted your credit card company to register a dispute? Yes No

(Under the Federal Fair Credit Billing Act, you have 60 days from the time that you receive your statement to dispute the charge.)

| | |
|---|--|
| Where did the transaction take place? <input type="checkbox"/> At my home <input type="checkbox"/> Over the telephone <input type="checkbox"/> By mail <input type="checkbox"/> Over the Internet <input type="checkbox"/> Trade show/convention/home show <input type="checkbox"/> At the firm's place of business <input type="checkbox"/> By facsimile <input type="checkbox"/> Other (Please specify) _____ <input type="checkbox"/> There was no transaction | Have you complained to the company or individual? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide name and phone number of the individual(s): _____ _____ _____ |
|---|--|

FOR COMPLAINTS REGARDING MOTOR VEHICLES, PLEASE COMPLETE THIS BOX:

| | | | | |
|--|----------------------------------|----------------------|---|---|
| Make: _____ | Model: _____ | Year: _____ | New: Yes <input type="checkbox"/> No <input type="checkbox"/> | As-Is: Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Warranty: Yes <input type="checkbox"/> No <input type="checkbox"/> Expiration Date: _____ | Name of Extended Warranty: _____ | Purchase Date: _____ | Current Mileage: _____ | Mileage at Purchase: _____ |

Briefly describe the transaction and your complaint. You may use additional sheets if necessary. Please attach copies of all contracts, letters, receipts, cancelled checks (front and back), advertisements, or any other documents that relate to your complaint.

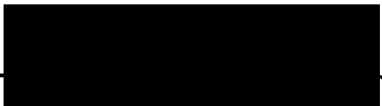
PLEASE DO NOT SEND ORIGINALS.

I believe that DOEX has engage in fraud in creating the attached lost assignment executed by Linda Green. I believe that U.S. BANCOAR is aware of this fraud and has conspired with DOEX in obtaining this Affidavit. I do not believe U.S. Bank has the proper legal standing in which to file suit against me. (See attached)

What form of relief are you seeking? (E.g., exchange, repair, money back, product delivery, etc.)

READ THE FOLLOWING BEFORE SIGNING BELOW:

- In filing this complaint, I understand that the Attorney General is not my private attorney, but rather enforces laws designed to protect the public from misleading or unlawful practices. I also understand that if I have any questions concerning my legal rights or responsibilities, I should contact a private attorney. I have no objection to the contents of this complaint being forwarded to the business or the person the complaint is directed against, unless the box below is checked.
- By filing this complaint, I hereby give the business complained about my consent to communicate, including disclosure of non-public personal information, with the Office of the Attorney General about any and all matters connected with this complaint.

Signature: _____  _____ **Date:** 2/1/13

Please do not send this complaint to the business complained about.

Please print and send the completed form to the address at the top of this complaint form.

Print Form

Reset Form

D's Exhibit "A"

Record and Return To:
Pierce and Associates
1 N. Dearborn ST. Fl.13
Chicago, IL 60602-4321
PB# 0715886

Please Return To: DOCX
1111 Alderman Dr.
Suite 350
Alpharetta, GA 30005

Please cross-reference to
Mtg/DOT Recorded in
Book N/A, Page N/A,
Instr# 622826137
Adams County, IL.

Project: A063
Loan Number: 000- 58942520
Re: 1720 N. Sedgwick St Chicago, IL 60614

LOST ASSIGNMENT AFFIDAVIT

STATE OF GA
COUNTY OF Fulton

Linda Green, Being Vice President On behalf of Saxon Mortgage Servicing, Inc being duly sworn, deposes and says that to his/her best knowledge and belief under the penalty of perjury:

1. I am the Vice President for Saxon Mortgage Servicing, Inc the duly appointed and acting serving entity on behalf of LaSalle Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX, the current holder of a certain note dated 7/28/2006, made by Joseph Younes to the order of GMAC Mortgage I.L.C.) in the principal sum of \$583100, together with interest at the rate of 8.75 percent (8.75%) per annum (hereinafter referred to as the "Note"). A copy of the Note is attached hereto as "Exhibit A".
2. The Note was secured by a Mortgage/Deed of Trust of same date made by Joseph Younes to GMAC Mortgage LLC, which Security Deed was recorded on 9/16/2006, in Book N/A, Page N/A, Instrument #622826137 in the office of recorder of AdamsCounty,IL.
3. LaSalle Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX is now the current and has been the holder of the Note and LaSalle Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX has been in physical possession of all associated loan records since the loan was transferred.
4. Based upon the information available to us, it appears the assignment of the Mortgage/Deed of Trust from GMAC MORTGAGE, LLC to LaSalle Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX was lost prior to recording when the loan was transferred

MMS

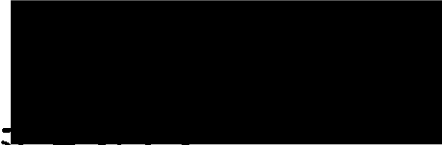


from GMAC MORTGAGE, LLC to LaSalle Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX and it is not obtainable. LaSalle Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX is the assignee, holder and owner of the loan.

5.

Sworn to and subscribed before me this
____ day of _____, 20____.

Deponent:



Name: Linda Green

Notary Public:

MMS

000104

FILED-6
DIVISION-7 PM 3:13

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

GMAC Mortgage LLC,)
 U.S. Bank National Association, a national banking)
 association as successor trustee to Bank of America, N.A.,)
 as Trustee for Morgan Stanley Loan Trust 2006-16AX,)
 Plaintiff/Counter-Defendant,)
 v.)
 Richard Daniggelis,)
 Defendant/Counter-claimant and cross-claimant,)
 _____)
 Joseph Younes, Mortgage Electronic Registration)
 Systems, Inc., as nominee for HLB Mortgage,)
 Paul Shelton, Erika Rhone and Stewart Title of Illinois and)
 Unknown Owners,)
 Defendants/Cross-Defendants.)

CLERK
BROTHY BROWN

Case No. 07 CH 29738

Judge Delort

Cal. 57

1720 North Sedgwick Ave.,
Chicago, Illinois

THIRD AMENDED VERIFIED COMPLAINT

Plaintiff, U.S. Bank National Association, a national banking association as successor Trustee to Bank of America, N.A., as Trustee for Morgan Stanley Loan Trust 2006-16AX, assignee of GMAC Mortgage, LLC, (herein "Plaintiff") alleges as follows:

COUNT I
FORECLOSE MORTGAGE

1. Plaintiff files this count to foreclose its mortgage (herein "Mortgage") hereinafter described, pursuant to 735 ILCS 5/15-1101 *et seq.* of the Illinois Code of Civil Procedure, and joins persons named in the caption as "Defendants," parties.
2. Attached as **Complaint Exhibit A** is a true copy of the Mortgage being foreclosed herein. Attached as **Complaint Exhibit B** is a true copy of the Note secured thereby.
3. Information concerning said Mortgage:
 - (a) Nature of the instrument: Mortgage
 - (b) Date of Mortgage: July 28, 2006
 - (c) Name of the mortgagor: Joseph Younes

- (d) Name of the mortgagee in the Mortgage: M.E.R.S, Inc., as Nominee for HLB Mortgage
- (e) Date of recording of Mortgage: August 16, 2006
- (f) Place of recording: Office of the Recorder of Deeds of Cook County, Illinois.
- (g) Identification of Recording: Document Number 0622826138
- (h) Interest subject to the mortgage: Fee simple
- (i) Amount of original indebtedness: \$583,100.00
- (j) Capacity in which Plaintiff brings this suit: Plaintiff is the legal holder, agent or nominee of the legal holder. of the indebtedness. See true copy of corrective assignment of mortgage dated July 7, 2011 and recorded in the Office of the Cook County Recorder of Deeds on July 12, 2011 as document number 1119310040 attached as **Complaint Exhibit C**. This is a Corrective Assignment of the Mortgage assignment dated November 23, 2009 which was recorded in the Office of the Cook County Recorder of Deeds on December 14, 2009 as document number 0934812119.
- (k) Legal description of mortgaged premises:

THE EAST 66 FEET OF LOT 8 IN C J. HULLS SUBDIVISION OF BLOCK 51 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known as: 1720 North Sedgwick Street Chicago, Illinois 60614
Tax ID # 14-33-324-044-0000

- (l) Statement as to amount due: after all payments received have been applied, the mortgagor is now in default for the monthly payments for June 2007 through the present; the balance due on the Note and the Mortgage is the total of the principal

balance of \$579,991.10, plus interest, costs, fees, and advances, if any, made by the Plaintiff according to the proofs to be presented. The interest accrued from May 1, 2007 through October 6, 2011, is \$221,306.91, which continues to accrue pursuant to the Note executed by Defendant Joseph Younes on July 28, 2006 which is attached as Complaint Exhibit B.

- (m) Name of present owners of the subject premises: Joseph Younes
- (n) Names of persons in addition to said owner, but excluding any non-record claimants as defined in the Illinois Mortgage Foreclosure Act who are joined as Defendants and whose interest in, or lien on, the mortgaged real estate is sought to be terminated:

M.E.R.S., INC., AS NOMINEE FOR HLB MORTGAGE, by virtue of a mortgage executed by Joseph Younes, dated July 28, 2006 recorded on August 16, 2006 in the Office of the Recorder of Deeds, Cook County, Illinois as document number 0622826139 to secure a note in the principal sum of \$166,600.00; said lien is subordinate and inferior to the lien of Plaintiff herein.

RICHARD DANIGGELIS as disclosed by a "notice of forgery" April 20, 2007, and recorded April 20, 2007 in the Office of the Recorder of Deeds, Cook County, Illinois as document number 0711039132. Any interest of Richard Daniggelis is subordinate and inferior to the lien of Plaintiff herein.

- (o) Names of persons claimed to be personally liable for deficiency unless personal liability is discharged in a Bankruptcy proceedings, or otherwise released Joseph Younes.
 - (p) Plaintiff seeks to include in any judgment the Plaintiffs reasonable attorneys' fees, costs, and expenses.
4. Plaintiff alleges that in addition to persons designated by name herein and the Unknown Defendants referred to above, there are other persons, and/or non-record claimants who are

interested in this action and who have or claim some right, title, interest or lien in, to or upon the real estate, or some part thereof, in this Complaint described, including but not limited to the following: UNKNOWN OWNERS and NON RECORD CLAIMANTS, if any. That the name of each of such persons is unknown to the Plaintiff and on diligent inquiry cannot be ascertained, and all such persons are therefore made party defendants to this action by the name and description of UNKNOWN OWNERS and NON RECORD CLAIMANTS.

5. That should a deficiency result from the foreclosure sale of the subject property, Plaintiff may seek an In Personam or an In Rem deficiency judgment, unless the defendant(s) which are liable on the subject mortgage note have had personal liability on said note discharged in a Bankruptcy proceeding or if said liability has been otherwise discharged or released.
6. That should the subject property be vacant, the Plaintiff may seek to have the Court find that the property is abandoned pursuant to 735 ILCS 5/15-1603, Illinois Code of Civil Procedure.
7. That the Plaintiff may seek appointment of Mortgagee in Possession or appointment of a receiver.

WHEREFORE Plaintiff, U.S. Bank National Association, a national banking association as successor Trustee to Bank of America, N.A., as Trustee for Morgan Stanley Loan Trust 2006-16AX, assignee of GMAC Mortgage, LLC, prays that this Honorable Court enter an order as follows:

- A. A Judgment of Foreclosure and Sale; and
- B. A Judgment for attorneys' fees, costs, and expenses; and
- C. An Order Approving the Foreclosure Sale and an Order granting possession; and

- D. An In Personam or an In Rem Deficiency Judgment, if sought, unless defendants Joseph Younes has had personal liability on the subject mortgage note discharged in a Bankruptcy proceeding, or otherwise released; and
- E. An order granting a shortened redemption period, if sought; and
- F. Appointment of Mortgagee in Possession or Receiver, if sought; and
- G. Such other and further relief as the Court deems just.

COUNT II
COMPLAINT FOR DECLARATORY JUDGMENT EQUITABLE SUBROGATION

Plaintiff, U.S. Bank National Association, a national banking association as successor Trustee to Bank of America, N.A., as Trustee for Morgan Stanley Loan Trust 2006-16AX, assignee of GMAC Mortgage, LLC (herein "Plaintiff") by and through one of its attorneys Richard Indyke as and for its Third Amended Complaint, Count II (herein "Complaint") naming Defendants Richard Daniggelis (herein "Daniggelis") and Joseph Younes (herein "Younes") states as follows:

- 1-7. Plaintiff restates and incorporates by reference paragraphs 1 through 7 of Count I as though more fully set forth as paragraphs 1 through 7 of Count II herein.
- 8. On or about October 17, 1997 and all relevant times thereafter Daniggelis was vested title to a parcel of real estate located at 1720 North Sedgwick Avenue, Chicago, Illinois and legally described as follows:

THE EAST 66 FEET OF LOT 8 IN C. J. HULLS SUBDIVISION OF BLOCK 51 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PERMANENT INDEX NOS.: 14-33-324-044-0000

9. On or about October 22, 1997, Daniggelis obtained a loan and granted a mortgage to WMC Mortgage Corp. to secure the principal loan amount of \$190,000.00 and such mortgage was recorded at the Office of the Cook County Recorder of Deeds.
10. On or about January 25, 1999, Daniggelis obtained a loan and granted a mortgage to BNC Mortgage, Inc. to secure the principal loan amount of \$248,800.00 and such mortgage was recorded at the Office of the Cook County Recorder of Deeds.
11. On or about March 16, 2000, Daniggelis obtained a loan and granted a mortgage to Pinnacle Bancorp, Inc. to secure the principal loan amount of \$372,000.00 and such mortgage was recorded at the Office of the Cook County Recorder of Deeds.
12. On or about May 10, 2001, Daniggelis obtained a loan and granted a mortgage to BNC Mortgage, Inc. to secure the principal loan amount of \$498,500.00 and such mortgage was recorded at the Office of the Cook County Recorder of Deeds.
13. On or about August 5, 2002, Daniggelis obtained a loan and granted a mortgage to IMPAC Funding Corp. to secure the principal loan amount of \$552,000.00 and such mortgage was recorded at the Office of the Cook County Recorder of Deeds. This loan refinanced the prior loan.
14. On or about October 2, 2002, Daniggelis obtained a loan and granted a mortgage to DMC Capital Markets Group to secure the principal loan amount of \$49,500.00 and such mortgage was recorded at the Office of the Cook County Recorder of Deeds.
15. On or about October 2, 2002, Daniggelis granted mortgage liens on the Property which secured \$601,500.00 in principal debt.

16. On or about July 8, 2004, the Property was encumbered by a first mortgage held by Deutsche Bank (herein "Deutsche") to secure a loan it made to Daniggelis and the principal sum due as set out in Deutsche's Judgment of Foreclosure entered on February 3, 2005 was \$551,994.48.
17. Deutsche instituted foreclosure proceedings on July 8, 2004 in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, Docket number 04 CH 10851 entitled: *Deutsche Bank v. Daniggelis, et.al.* (herein "Deutsche Case").
18. Daniggelis appeared pro se in the Deutsche Case on August 25, 2004 and filed an affidavit to defend as an indigent person which was allowed. A true copy of the Verified Petition to Defend (herein "Petition to Defend") and appearance are attached hereto as **Complaint Group Exhibit D**.
19. A judgment of foreclosure was entered on February 3, 2005 in favor of Deutsche, a true copy of which is attached as **Complaint Exhibit E**. On February 3, 2005 the Court in the Deutsche case entered a final judgment which held that the rights of Richard Daniggelis and all the other parties to that cause are inferior and subordinate to Deutsche's lien, see paragraphs 6 and 7 of such Judgment.
20. Daniggelis filed a motion to vacate the default entered on February 3, 2005 which he did not prosecute and was stricken by order of Court on March 17, 2005. A true copy of the March 17, 2005 Order is attached as **Complaint Exhibit F**.
21. On or about March 30, 2006, Daniggelis entered into a Purchase Agreement (herein "Agreement") with Defendant Joseph Younes (herein "Younes" or "Purchaser"), a copy of

which is attached hereto and made a part hereof as **Complaint Exhibit G**. Daniggelis agreed to sell the Property to Younes for the sum of \$833,000.00.

22. On or about July 28, 2006, Younes obtained a \$583,100.00 loan with HLB Mortgage, Plaintiff's predecessor. The loan would be secured by the Property, legally described above.
23. On July 28, 2006 and at all relevant times prior thereto Plaintiff's predecessor HLB Mortgage made residential loans in Illinois secured by mortgages.
24. An agreed order was entered on June 30, 2006, in the Deutsche case, this Order stayed the sale through July 31, 2006. A true copy of such Order is attached **Motion Exhibit H**.
25. On July 28, 2006, HLB Mortgage, Plaintiff's predecessor in interest loaned Younes \$583,100.00 which was used to pay Daniggelis' loan with Deutsche pursuant to a "pay-off" statement issued by Deutsche's attorneys dated July 24, 2006, a true copy is attached as **Complaint Exhibit I**. A true copy of the "HUD" setting out the sums paid by HLB mortgage which retired Daniggelis' indebtedness in the amount of Plaintiff's loan is attached as **Complaint Exhibit J**. Deutsche was paid in full from the Younes loan proceeds and the foreclosure suit was dismissed on August 9, 2006, a copy of the Order is attached as **Complaint Exhibit K**.
26. Younes at all relevant times after July 28, 2006 was the owner of real property in Cook County, Illinois commonly known as 1720 North Sedgwick Avenue, Chicago, Cook County, Illinois a 2 story building, consisting of a retail space at grade level and an apartment on the second floor (herein "Property"), which is legally described as follows:

THE EAST 66 FEET OF LOT 8 IN C. J. HULLS SUBDIVISION OF BLOCK 51 IN
CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH,

RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PERMANENT INDEX NOS.: 14-33-324-044-0000

27. Daniggelis executed a deed conveying title to the Property to Younes prior to June 28, 2006.
28. Younes executed a note, mortgage and assignment of rents ease in favor of MERS, as nominee for HLB Mortgage to secure the loan in the principal amount of \$583,100.00; a true copy of such Mortgage and assignment of rents is attached to Plaintiffs complaint as Complaint Exhibit A and are incorporated by reference as though attached hereto and recited hereunder. After the recording the mortgage GMAC became the holder of the Note secured thereby assigned the Note and Mortgage to LaSalle k/n/a BOA through purchase and merger. A true copy of the assignment dated November 25, 2009 and recorded in the Office of the Cook County Recorder of Deeds on December 14, 2009 as document number 0934812119 is attached as Complaint Exhibit C.
29. Plaintiff succeeded to the lien rights of the Deutsche mortgage against the Property and all persons who claim an interest in and to the Property as of July 28, 2006 when Plaintiff's funds paid Deutsche's mortgage note in full are subordinate to Plaintiff's lien.
30. Plaintiff is subrogated to the Mortgage lien rights of Deutsche against the Property and stepped into the first lien position existing on and before July 28, 2006.
31. Plaintiff brings this action for equitable subrogation as subrogee of Deutsche.
32. Therefore Daniggelis' interest, in the Property, if any, is subject to Deutsche's mortgage lien as of July 28, 2006 and he was in default of that loan as evidenced by the judgment of foreclosure entered on February 3, 2005 in Deutsche's favor.

33. Plaintiff files this action to foreclose its mortgage to the extent permitted under the terms of the Deutsche loan including charging the rate of interest Daniggelis agreed to pay Deutsche. Plaintiff also seeks reimbursement of other expenses it has paid such as real estate taxes and insurance.
34. Plaintiff is the current holder of the note and mortgage being foreclosed hereby as successor in interest by virtue of a corrective assignment to Bank of America, N.A. as Trustee for Morgan Stanley Loan Trust 2006-16AX, U.S. Bank National Association is the successor Trustee.
35. Plaintiff's mortgage was recorded in the office of the Cook County recorder of Deeds against the Property and its mortgage was subrogated to the lien priority of Deutsche mortgage.
36. A court of competent jurisdiction made a finding that Deutsche has a valid first lien against the subject property, see Complaint Exhibit E. In the event Daniggelis is successful in his quiet title action then he should be ordered to pay such sums which Plaintiff paid to Deutsche; advancements for real estate taxes, insurance and interest at Deutsche's note rate as this Court determines; if he fails to pay Plaintiff such sums as ordered by this Court within a reasonable time then the Court should schedule a foreclosure of Plaintiff's mortgage and order a sale of the Property.
37. Daniggelis claims an interest in the Property but his interest is inferior and subject to the lien priority of Plaintiff as subrogee of Deutsche. Daniggelis has unjustly received and retained the benefit Plaintiff's payment of \$583,100.00 to Deutsche when Plaintiff's loan to Younes was disbursed on or about July 28, 2006. Further Deutsche's foreclosure suit against Daniggelis was dismissed only because Plaintiff made such payment.

38. Daniggelis received another valuable benefit, has resided at the Property on and after July 28, 2006 without paying the Deutsche debt or general real estate taxes for the Property; if the foreclosure sale proceeded he would have been evicted, instead he has enjoyed exclusive possession of the Property for over five (5) years.
39. Plaintiff's foreclosure of its mortgage to the extent of the sums described above will not adversely affect Daniggelis because he owed Deutsche like sums of money as of July 28, 2006 and has continuously lived at the Property since July 28, 2006 without paying any interest, or Cook County Real Estate taxes or insurance coverage for the Property.
40. Should Daniggelis fail to reimburse Plaintiff as aforesaid, Daniggelis would be unjustly enriched to the extent that Plaintiff paid Deutsche Cook County Real Estate taxes assessed against the Property, and insurance coverage on the Property. Daniggelis would retain an unearned benefit to Plaintiff's detriment.
41. Younes acquired title on or about July 28, 2006 by a deed, and his interest is inferior to Deutsche's mortgage lien described above and he is in default of his loan under the allegations of Count I of this Complaint.
42. Plaintiff did not have any actual agreement with Daniggelis and for Daniggelis to retain the sums of money disbursed by Plaintiff as described above would create an injustice and detriment to Plaintiff and Daniggelis would be unjustly enriched. Plaintiff does not have an adequate remedy at law.

WHEREFORE Plaintiff, U.S. Bank National Association, a national banking association as successor Trustee to Bank of America, N.A., as Trustee for Morgan Stanley Loan Trust 2006-16AX, assignee of GMAC Mortgage, LLC, prays that this Honorable Court enter an order as follows:

- A. Enter a judgment in Plaintiff's favor declaring the sums of money it is owed as a result of its payment of the Deutsche loan in the principal sum of \$579,991.10 and interest at Deutsche' Note rate, real estate taxes, insurance and advances according to the proofs adduced; and
- B. That the Court declare that Plaintiff has an equitable mortgage lien in the Property to secure the repayment of the sums paid to Deutsche Bank to retire Daniggelis' debt; enjoys the same priority in time and superiority as Deutsche Bank's mortgage lien as of July 28, 2006 by equitable subrogation; and
- C. That the Court award Plaintiff a judgment of foreclosure its mortgage lien as in other mortgage foreclosure cases; as Deutsche Bank's subrogee upon the equitable lien; and
- D. That the Court declare that any interest of Defendant Joseph Younes in the mortgaged real estate is subordinate and inferior to Deutsche Bank's mortgage; and
- E. That the Court declare that any interest of Defendant Richard Daniggelis in the mortgaged real estate is subordinate and inferior to Deutsche Bank's mortgage; and
- F. That the Court declare that Richard Daniggelis is justly indebted to Plaintiff in the following sums 579,991.10 plus interest at Deutsche Bank's note rate from July 28, 2006 to present, advances made by Plaintiff for Cook County Real Estate Taxes, insurance covering the Property and further costs as adduced by the proofs; and
- G. That the Court award Plaintiff such other and further relief as it deems just and equitable.

COUNT III
UNJUST ENRICHMENT

Plaintiff, U.S. Bank National Association, a national banking association as successor Trustee to Bank of America, N.A., as Trustee for Morgan Stanley Loan Trust 2006-16AX, assignee of

GMAC Mortgage, LLC (herein "Plaintiff") by and through one of its attorneys Richard Indyke as and for its Third Amended Complaint, Count III (herein "Complaint") naming Defendants Richard Daniggelis (herein "Daniggelis") and Joseph Younes (herein "Younes") states as follows:

- 1-7. Plaintiff restates and incorporates by reference paragraphs 1 through 7 of Count I as though more fully set forth as paragraphs 1 through 7 of Count III herein.
- 8-42. Plaintiff restates and incorporates by reference paragraphs 8 through 42 of Count II as though more fully set forth as paragraphs 8 through 42 of Count III herein.
43. Daniggelis' retention of the benefit violates the fundamental principles of justice, equity and good conscience. Plaintiff would forfeit the principal sum of \$579,991.10, plus interest, costs, fees, and advances incurred by Plaintiff all according to the proofs to be presented.
44. Plaintiff paid Daniggelis' debt giving Daniggelis a substantial benefit. The detriment to Plaintiff is so great that this Court must invoke its equitable powers to avoid an unconscionable result.
45. Plaintiff at the time it made the loan to Younes on or about July 28, 2006, and paid Deutsche' mortgage intended to receive a first mortgage lien on the Property to secure its loan to Younes.
46. Plaintiff's damages are based in part by Defendant Daniggelis' gain, that gain is the payment of the Deutsche loan, the payment of real estate taxes assessed to the Property, the payment of insurance coverage to protect the Property on and after July 28, 2006 and the benefit Daniggelis receives by living at the Property virtually without cost from July 28, 2006 to present.

47. Daniggelis is not prejudiced since he is not paying or being subject to any liability greater than what he would have owed Deutsche and what he would have paid Deutsche in interest as he agreed for the years he has resided at the Property.

48. Daniggelis' retention of these benefits violate the fundamental principals of equity and good conscience. Daniggelis must pay Plaintiff all sums alleged above, if he regains title to the Property. The Court must grant Plaintiff a remedy based upon the apparent unjust enrichment.

WHEREFORE Plaintiff, U.S. Bank National Association, a national banking association as successor Trustee to Bank of America, N.A., as Trustee for Morgan Stanley Loan Trust 2006-16AX, assignee of GMAC Mortgage, LLC, prays that this Honorable Court enter an order as follows:

- A. Enter a judgment in Plaintiff's favor declaring the sums of money it is owed as a result of its payment of the Deutsche loan in the principal sum of \$579,991.10 and interest at Deutsche' Note rate, real estate taxes, insurance and advances according to the proofs adduced; and
- B. That the Court declare that Plaintiff has an equitable mortgage lien in the Property to secure the repayment of the sums paid to Deutsche Bank to retire Daniggelis' debt; enjoys the same priority in time and superiority as Deutsche Bank's mortgage lien as of July 28, 2006 by equitable subrogation; and
- C. That the Court award Plaintiff a judgment of foreclosure its mortgage lien as in other mortgage foreclosure cases; as Deutsche Bank's subrogee upon the equitable lien; and
- D. That the Court declare that any interest of Defendant Joseph Younes in the mortgaged real estate is subordinate and inferior to Deutsche Bank's mortgage; and

- E. That the Court declare that any interest of Defendant Richard Daniggelis in the mortgaged real estate is subordinate and inferior to Deutsche Bank's mortgage; and
- F. That the Court declare that Richard Daniggelis is justly indebted to Plaintiff in the following sums \$579,991.10 plus interest at Deutsche Bank's note rate from July 28, 2006 to present, advances made by Plaintiff for Cook County Real Estate Taxes, insurance covering the Property and further costs as adduced by the proofs; and
- G. That the Court award Plaintiff such other and further relief as it deems just and equitable.

Respectfully submitted,
Plaintiff, U.S. Bank National Association, a national banking association as successor Trustee to Bank of America, N.A., as Trustee for Morgan Stanley Loan Trust 2006-16AX, assignee of GMAC Mortgage, LLC



Richard Indyke, its attorney


Richard Indyke
Attorney for Plaintiff
221 North LaSalle Street, Suite 1200
Chicago, Illinois 60601
312-332-2828
Atty No. 20584

STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

CERTIFICATION 109

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in Plaintiff, U.S. Bank National Association, a national banking association, as successor Trustee to Bank of America, N.A., as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX, as its attorney-in-fact's Third Amended Complaint are true and correct, except as to the matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that believes the same to be true.

U.S. Bank National Association, a national banking association
as successor Trustee to Bank of America, N.A., as Trustee for
Morgan Stanley Loan Trust 2006-16AX, By: Saxon Mortgage
Services, Inc., as its Attorney-In-Fact


By: ANTOINETTE L. CAMPBELL
Its: ASST. VICE PRESIDENT

COMPLAINT EXHIBIT A

5

STEWART TITLE OF ILLINOIS
2 N. LaSalle Street
Suite 825
Chicago, IL 60602
312-849-4243

Return To:
HLB Mortgage
520 Broadhollow Road
Melville, NY 11747

Prepared By:
Rebecca Richardson
1245 E. Diehl Road
Suite 305
Naperville, IL
60563



Doc#: 0822828138 Fee: \$74.00
Eugene "Gene" Moore RMSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/16/2006 12:28 PM Pg: 1 of 28

(Space Above This Line For Recording Data)

STEWART 472918 MORTGAGE
4/3

MIN 1000242000.13839192

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 July 28, 2006 together with all Riders to this document
- (B) "Borrower" is Joseph Younes, Married Man

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.

DOC #: 223151

APPL #: 0001303919

ILLINOIS - Single Family - Female Mac/Freddit Mac UNIFORM INSTRUMENT WITH MERS Form 3614 (1/0)

6A(1L) (0010)
Page 1 of 12



VMF MORTGAGE FORMS - (M001171-729)

14-33-324-044

2649

(D) "Lender" is HLB Mortgage

Lender is a Corporation
organized and existing under the laws of State of New York
Lender's address is 520 Broadhollow Road, Melville, NY 11747

(E) "Note" means the promissory note signed by Borrower and dated July 28, 2006
The Note states that Borrower owes Lender Five Hundred Eighty Three Thousand One
Hundred and No/100 Dollars
(U.S. \$583,100.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than August 1, 2036

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

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
non-appealable judicial opinions.

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

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

(L) "Excess Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by
any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property;
(iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or
condition of the Property.

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

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its
implementing regulation, Regulation X (24 C.F.R. Part 3509), as they might be amended from time to time,
or any additional or successor legislation or regulation that governs the same subject matter. As used in this
Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a
"federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan"
under RESPA.

DOC #: 223152

APPL #: 0001387919

Initials: 

 SA(FL) (010)

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Form 3014 1/01

(Q) "Successor 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 RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the _____ County
[Type of Recording Jurisdiction] of Cook [Name of Recording Jurisdiction]:

ATTACH LEGAL DESCRIPTION HERETO AND MADE A PART HEREOF

Parcel ID Number: 14-33-324-044-0000
1720 N Sedgwick St
Chicago
("Property Address"):

which currently has the address of _____
[Street]
[City], Illinois 60614 [Zip Code]

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 interest 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 seized 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 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 prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items

DOC #: 023183

APPL #: 0001383519

Initials: 

68(1L) (0/10)

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Form 3014 1/01

pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument 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, instrumentality, 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 if the 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 hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

Funds has been waived by Lender and, if Lender requires, shall furnish to 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 Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower 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 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 actions 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 Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which 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 providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any 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 the

excess, if 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 matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note 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 Security 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 unreasonably 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 deteriorate 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 its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, 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 restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or 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

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage 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 required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall 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 Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender 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 required 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 Lender'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 Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to those agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include 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 Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has 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 pay for the repairs and restoration in a single disbursement 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 Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to 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, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (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 in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds 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 are hereby assigned and shall be paid to Lender.

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

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or

any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally 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 Successor 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 unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security 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. Lender may not charge 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 finally interpreted 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 permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower 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 notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the 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 Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title 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 is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 in accordance with Section 1.5 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.

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 at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are 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 reinstatement 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, 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 requires in connection with a

notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements 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 which must 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 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of 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.

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

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

25. **Placement of Collateral Protection Insurance.** Unless Borrower provides Lender with evidence 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 that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's 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.

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

Witnesses:


Joseph Younes


(Seal)

-Borrower

(Seal)

-Borrower

_____ (Seal)

-Borrower

_____ (Seal)

-Borrower

_____ (Seal)

-Borrower

_____ (Seal)

-Borrower

_____ (Seal)

-Borrower

_____ (Seal)

-Borrower

STATE OF ILLINOIS,

[Signature]
DUPAGE

state do hereby certify that

the undersigned
Joseph Sounea

[Signature]
County is:
a Notary Public in and for said county and

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/hers/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of July, 2006

My Commission Expires: 4-1-2010



Notary Public



1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 28th day of July, 2006 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 HLB Mortgage

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1720 N Sedgwick St, Chicago, IL 60614

(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items 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, on, 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, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, 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."

DOC #: 319831 APPI #: 0001383919
MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Initials:



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VMF 57H (0008)

UM31 0008

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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.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower'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 execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and 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 agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) 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 agent. 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)

DOC #: 319832

APPL #: 0001383919

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Initials:

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Borrower agrees that each tenant of the Property shall pay all Rents due 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, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments 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 security.

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.

DOC #: 319823

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Initials:



Form 3 (7/01)

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

 _____ (Seal) _____ (Seal)
Joseph Youneff -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

DOC #: 319834
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APPL #: 0001383919
Page 4 of 4

Form J170 U01

ADJUSTABLE RATE RIDER

(6-Month LIBOR Index - Rate Caps)

(Assumable during Life of Loan) (First Business Day of Preceding Month Lookback)

THIS ADJUSTABLE RATE RIDER is made this 28th day of July, 2006 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 the Borrower's Adjustable Rate Note (the "Note") to HLB Mortgage

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
1720 N Sedgwick St, Chicago, IL 60614

[Property Address]

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

B. 750 % The Note

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of August, 2011 and may change on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

DOC #: 319901

APPL #: 0001382919

MULTISTATE ADJUSTABLE RATE RIDER 6-Month LIBOR Index (Assumable during Life of Loan) (First Business Day Lookback) - Single Family - Freddie Mac UNIFORM INSTRUMENT QMS1 0404

⑈-815R (0404) Form 5120.3/04

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Initials: [REDACTED]

YMF Mortgage Solutions
(800)521-7291



(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in The Wall Street Journal. The most recent Index 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 which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Five percentage point(s) (5.000 %) 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 13.750 % or less than 5.000 %. 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. My interest rate will never be greater than 13.750 %.

(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 to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

DOC #: 319902

APPL #: 0001363919

FD-315R (0404)

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Initials: 

Form 5120 3/04

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
 Section 18 of the Security Instrument is amended to read as follows:



Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title 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 is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 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, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


Joseph Younes 

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower


(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

DOC #: 319904

APPL #: 0001383919

 -81SR (0404)

Page 4 of 4

Form 5120 3/04

ADDENDUM TO ADJUSTABLE RATE RIDER

This addendum is made July 28th, 2006 and is incorporated into and deemed to amend and supplement the Adjustable Rate Rider of the same date.

The property covered by this addendum is described in the Security Instrument and located at:

1720 N Sedgwick St Chicago, IL 60614

AMENDED PROVISIONS

In addition to the provisions and agreements made in the Security Instrument, I/we further covenant and agree as follows:

ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.750% or less than 5.000%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than 1.000 percentage point(s) (1.000%) from the rate of interest I have been paying for the preceding six (6) months. My interest rate will never be greater than 13.750%. My interest rate will never be less than 5.000%.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title 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 is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. This loan is not assumable. However, this option shall not be exercised by Lender if 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 in accordance with Section 15 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.

To the extent the provisions of this addendum conflict with the provisions of the Note, Security Instrument or Adjustable Rate Rider, this Addendum shall control.

In Witness Whereof, Trustor has executed this addendum.



Witness

Date July 28, 2006



Borrower Signature Joseph Roubes

File Number: TM208396

LEGAL DESCRIPTION

THE EAST 66 FEET OF LOT 8 IN C. J. HULLS SUBDIVISION OF BLOCK 51 IN CANAL TRUSTEE'S
SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1720 North Sedgwick
Chicago IL

COMPLAINT EXHIBIT B

ADJUSTABLE RATE NOTE

(6-Month LIBOR Index - Rate Caps)

(Assumable during Life of Loan) (First Business Day of Preceding Month Lookback)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

July 28, 2006
[Date]

OAKBROOK
[City]

Illinois
[State]

1720 N Sedgwick St, Chicago, IL 60614
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 583,100.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is HLB Mortgage

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.750 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on September 1, 2006

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on August 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PO Box 660029, Dallas, TX 75266-0029

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 4,587.25. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

DGC #: 319891

APPL #: 0001383919

MULTISTATE ADJUSTABLE RATE NOTE - 6-Month LIBOR Index (Assumable during Life of Loan) (First Business Day Lookback) - Single Family - Freddie Mac UNIFORM INSTRUMENT

YMP-315N (0404) 0152 0004 Form 5520 3/04

YMP Mortgage Solutions (800)521-7291



4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of August, 2011, and may change 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 six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent index 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 which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Five percentage point(s) (5.000 %) 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 13.750 % or less than 5.000 %. 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. My interest rate will never be greater than 13.750 %.

(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 to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

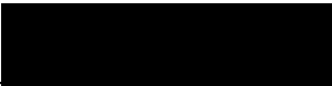
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title 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 is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


Joseph Youne

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

ADDENDUM TO NOTE

This addendum is made July 28th, 2006 and is incorporated into and deemed to amend and supplement the Adjustable Rate Note of the same date.

The property covered by this addendum is described in the Security Instrument and located at:

1720 N Sedgwick St Chicago, IL 60614

AMENDED PROVISIONS

In addition to the provisions and agreements made in the Note, I/we further covenant and agree as follows:

ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.750% or less than 5.000%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than 1.000 percentage point(s) (1.000%) from the rate of interest I have been paying for the preceding six (6) months. My interest rate will never be greater than 13.750%. My interest rate will never be less than 5.000%.

UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title 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 is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. This loan is not assumable. However, this option shall not be exercised by Lender if 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 in accordance with Section 15 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.

To the extent the provisions of this addendum conflict with the provisions of the Note, Security Instrument or Adjustable Rate Rider, this Addendum shall control.

In Witness Whereof, Trustor has executed this addendum.

Witness

July 28, 2006

Date

Borrower Signature

Joseph Younes



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

Lisa Madigan
ATTORNEY GENERAL

March 13, 2013

Joseph Younes
120 West Madison Street
Suite 1405
Chicago, IL 60602

Re: Oocx
File No: 2013-CONSC-00350333

Dear Consumer:

Thank you for your recent letter regarding the above-named business. We have recorded this information in our complaint files for future reference.

Should an inquiry into this matter or subsequent complaints indicate actionable violations of Illinois law, your file will be reviewed again for appropriate action. Thank you for your cooperation in bringing this information to our attention.

Sincerely,

ATTORNEY GENERAL
State of Illinois

Virginia Luevano

Virginia Luevano
Citizen's Advocate
Consumer Protection Division
(312) 814-4322

cm



LISA MADIGAN

Illinois Attorney General
 Consumer Fraud Bureau
 500 South Second Street
 Springfield, IL 62706
 217-782-1090
 1-800-243-0618 (Toll free in IL)
 TTY: 1-877-844-5461
 www.IllinoisAttorneyGeneral.gov

ATTORNEY GENERAL'S OFFICE

FEB 08 2013

CONSUMER FRAUD
 "CHICAGO"

Office Use Only
 CLMS: 350479
 AG: _____

Fill out the form online, then print and mail to the address above. Include copies (no originals please) of any supporting documents.

YOUR INFORMATION

NAME OF SELLER OR PROVIDER OF SERVICE

Name: Mr. Mrs. Ms. (check one)
JOSEPH YOUNES

Address:
120 W. MADISON ST., SUITE 1405

City: CHICAGO State: IL Zip Code: 60602 County: COOK

Your Telephone Number:
 Daytime: 312-372-1122 Ext.: _____
 Evening: _____ Ext.: _____

Your e-mail address (optional): _____

Are you a senior citizen? Yes No
 Are you a veteran? Yes No
 Are you a service member? Yes No

Name: NATIONWIDE TITLE CLEARING

Address:
2100 U.S. 19 Aft.

City: Palm Harbor State: FL Zip Code: 34683

Telephone: 727-771-4000 Ext.: _____
 Website: www.nwtc.com

Additional seller or provider of service involved in transaction:
 Name: BANK OF AMERICA, N.A.
 Address: 100 N. Tryon St.
 City: Charlotte State: NC Zip Code: _____
 Telephone: 800-432-1000 Ext.: _____
 Website: www.bankofamerica.com

Has this matter been submitted to another government agency, an arbitration service, or to any attorney? Yes No
 If yes, please give name, address, telephone: _____
 Is court action pending? Yes No

INFORMATION ABOUT THE TRANSACTION

Date of Transaction: _____ Did you sign a contract? Yes No (If yes, please attach a copy) Date contract was signed: _____
 Was the product or service advertised? Yes No When? _____ (Please attach a copy of the advertisement, if applicable.)

How was the service advertised?

Newspaper/magazine
 Radio advertisement
 Television advertisement
 Internet advertisement
 E-mail solicitation
 Direct mail solicitation
 Telephone solicitation
 Yellow pages of the telephone book
 Facsimile solicitation
 Door-to-door solicitation
 Display at merchant's place of business
 Display at a trade show/convention, etc.
 Other _____

Total Cost of product/service: \$0.00
 Amount paid to date/down payment: \$0.00
 Method of payment (check one) (Please attach a copy.)
 Cash Check Money Order Credit Card Debit Card Bank Draft
 Wire Transfer Automatic Debit Other _____
 If you paid with a credit card, have you contacted your credit card company to register a dispute? Yes No
 (Under the Federal Fair Credit Billing Act, you have 60 days from the time that you receive your statement to dispute the charge.)

| | |
|---|--|
| Where did the transaction take place? <input type="checkbox"/> At my home <input type="checkbox"/> Over the telephone <input type="checkbox"/> By mail <input type="checkbox"/> Over the Internet <input type="checkbox"/> Trade show/convention/home show <input type="checkbox"/> At the firm's place of business <input type="checkbox"/> By facsimile <input type="checkbox"/> Other (Please specify) _____ <input type="checkbox"/> There was no transaction | Have you complained to the company or individual? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide name and phone number of the individual(s): <u>Michelle A. Franz, Attorney in Chicago for US Bank</u> <u>(See Complaint attached)</u> |
|---|--|

FOR COMPLAINTS REGARDING MOTOR VEHICLES, PLEASE COMPLETE THIS BOX:

| | | | | |
|--|----------------------------------|----------------------|---|---|
| Make: _____ | Model: _____ | Year: _____ | New: Yes <input type="checkbox"/> No <input type="checkbox"/> | As-Is: Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Warranty: Yes <input type="checkbox"/> No <input type="checkbox"/> Expiration Date: _____ | Name of Extended Warranty: _____ | Purchase Date: _____ | Current Mileage: _____ | Mileage at Purchase: _____ |

Briefly describe the transaction and your complaint. You may use additional sheets if necessary. Please attach copies of all contracts, letters, receipts, cancelled checks (front and back), advertisements, or any other documents that relate to your complaint.

PLEASE DO NOT SEND ORIGINALS.

I believe that Nationwide Title has engaged in fraud in creating the attached last assignment executed by Crystal Moore. I believe that Bank of America has conspired with Nationwide Title in obtaining this document. I do not believe Bank of America has the proper legal standing in which to file suit against me (see attached).

What form of relief are you seeking? (E.g., exchange, repair, money back, product delivery, etc.)

READ THE FOLLOWING BEFORE SIGNING BELOW:

- In filing this complaint, I understand that the Attorney General is not my private attorney, but rather enforces laws designed to protect the public from misleading or unlawful practices. I also understand that if I have any questions concerning my legal rights or responsibilities, I should contact a private attorney. I have no objection to the contents of this complaint being forwarded to the business or the person the complaint is directed against, unless the box below is checked.
- By filing this complaint, I hereby give the business complained about my consent to communicate, including disclosure of non-public personal information, with the Office of the Attorney General about any and all matters connected with this complaint.

Signature: _____ Date: 2/1/13

Please do not send this complaint to the business complained about.

Please print and send the completed form to the address at the top of this complaint form.

Print Form

Reset Form

Record and Return To:
Pierce and Associates
1 N. Dearborn St., Fl. 13
Chicago, IL 60602-4321
PB# 0713886



Doc#: 0830935278 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/04/2008 03:16 PM Pg: 1 of 3

2000538996

AFFIDAVIT OF LOST ASSIGNMENT

The undersigned CRYSTAL MOORE, being duly sworn deposes and states as follows:

1. That (s)he is a ASST. VICE PRESIDENT of SAXON MORTGAGE SERVICES, INC. having its principal place of business at _____, an officer duly authorized to make this affidavit.
2. That (s)he has personal knowledge of the facts set forth in this Affidavit.
3. That SAXON MORTGAGE SERVICES, INC. ("Current Mortgagee") is the owner and holder of a certain mortgage dated 07/28/2006 made by JOSEPH YOUNES as mortgagors to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("Original Mortgagee") as mortgagee, which mortgage was recorded in the office of the Register or Recorder/Clerk of COOK County, on in Book/reel page or Doc# 0622821A39 on 8/16/2006. That Current Mortgagee owns and holds said mortgage as a result of sale and assignment thereof to SAXON MORTGAGE SERVICES, INC..

The mortgage premise are known as

14-33-324-044-0000

THE EAST 66 FEET OF LOT 8 IN C.J. HULLS SUBDIVISION OF BLOCK 51 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

4. That neither a recorded nor an unrecorded instrument of an assignment to SAXON MORTGAGE SERVICES, INC. could be obtained from the files and records of SAXON MORTGAGE SERVICES, INC.

1445

5. That the Affiant has concluded that the Assignment was lost, misplaced or destroyed before the same could be placed of record.
6. That SAXON MORTGAGE SERVICES, INC. is unable to obtain an instrument confirming the sale and assignment of the Current Mortgage to SAXON MORTGAGE SERVICES, INC..
7. That SAXON MORTGAGE SERVICES, INC. duly and properly acquired the Mortgage, and has thereafter serviced the same and has in its possession the secured mortgage loan documentation pertaining to said Mortgage.
8. That SAXON MORTGAGE SERVICES, INC. is the owner of the Mortgage and the note secured thereby, and has not further assigned or transferred said note and Mortgage to any other party.
9. That this affidavit is made to induce the Register/Recorder of said county to accept for recording this instrument, executed and acknowledged by SAXON MORTGAGE SERVICES, INC., in place of said lost, misplaced or destroyed assignment.
10. SAXON MORTGAGE SERVICES, INC. agrees to indemnify and hold harmless the Recorder, Registrar or Clerk of said County from and against any cost or claims which may arise by reason of the acceptance and recording of this affidavit.

dated: 10/23/2008

SAXON MORTGAGE SERVICES, INC.

By: _____

CRYSTAL MOORE
ASST. VICE PRESIDENT

STATE OF FLORIDA COUNTY OF Pinellas

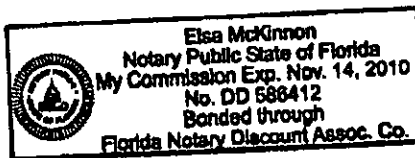
On 10/23/2008 before me, ELSA MCKINNON, Notary Public, personally appeared CRYSTAL MOORE personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the same. WITNESS MY hand and official seal.

 ELSA MCKINNON

Notary Public/Commission expires 11/14/2010

Prepared by

Jessica Fretwell/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152



form5/laa1_smsmd

MMS

EXHIBIT "A"; LEGAL DESCRIPTION

THE EAST 66 FEET OF LOT 8 IN C.J. HULLS SUBDIVISION OF BLOCK
51 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 40
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

TAX NO. 14-33-324-044-0000

Commonly known as:



PIERCE ASSOCIATES
Attorneys for Plaintiff
Thirteenth Floor
1 North Dearborn
Chicago, Illinois 60602
PA0715886

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

BANK OF AMERICA, N.A.,

Plaintiff,

vs.

JOSEPH YOUNES.

Defendant.

No.:

COMPLAINT

Plaintiff, Bank of America, N.A., by its attorneys, Sanchez Daniels & Hoffman, LLP, for its Complaint against Defendant, Joseph Younes, states as follows:

JURISDICTION AND VENUE

1. Defendant, Joseph Younes ("Defendant") is subject to the jurisdiction of this Court pursuant to Section 2-209 of the Illinois Code of Civil Procedure and may receive service of process at 357 Rosalie, Palatine, Illinois 60074.

2. Venue is proper pursuant to Section 2-101 of the Illinois Code of Civil Procedure because Defendant resides in this county.

FACTS

3. Defendant entered into a contract ("contract") with HLB Mortgage to obtain a loan for the benefit of Defendant. (See Credit Agreement and Disclosure attached hereto as Exhibit "A").

4. Bank of America, N.A. acquired the subject loan and has proper standing to enforce the terms of the loan.

5. Pursuant to the contract, Defendant agreed to make payments or otherwise pay back the loans. (*Id.*)

6. Defendant failed to make the payments or otherwise pay back the loan as required by the contract.

7. Bank of America, N.A. has delivered a debt validation letter to the Defendant's last known address. (See Correspondence attached hereto as Exhibit "B".) This letter provided notice to Defendant as required by 15 U.S.C. §169209(a).

8. As a result of Defendant's actions, Bank of America, N.A. has been damaged in an amount to be proven at trial, but no less than \$298,354.14.

COUNT I
BREACH OF CONTRACT AGAINST DEFENDANT

9. Bank of America, N.A. incorporates by reference Paragraphs 1 through 8 as if fully set forth herein.

10. HLB Mortgage and Defendant entered into a contract for the benefit of Defendant.

11. Bank of America, N.A. acquired the contract and has standing to enforce the terms of the loan.

12. Defendant breached the terms and conditions of the contract by failing to make the required payments or otherwise satisfy the terms of the contracts.

13. As a result of Defendant's breach of contract, Bank of America, N.A. suffered damages in an amount to be proven at trial, but no less than \$298,354.14.


WHEREFORE, Plaintiff Bank of America, N.A., prays for the entry of judgment in its favor and against Defendant, Joseph Younes, as follows:

- A. Judgment against Defendant, awarding plaintiff \$298,354.14 in actual damages;
- B. Attorney's fees;
- C. Pre-judgment interest, court costs, finance charges, and all other remedies provided for in the contract; and
- D. Any and all other relief that this Court deems appropriate.

Respectfully submitted,

SANCHEZ DANIELS & HOFFMAN LLP

By 

One of the Attorneys for Plaintiff
Bank of America, N.A. 

Michelle A. Franz
SANCHEZ DANIELS & HOFFMAN LLP
333 West Wacker Drive
Suite 500
Chicago, Illinois 60606
(312) 641-1555

EXHIBIT A

0009 SERIES
70X P. 114



4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this 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 me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

DOC #: 327642


APPL #: 0001381950

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title 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 is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 in accordance with Section 15 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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal) _____ (Seal)
Joseph Younes -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

PAY TO THE ORDER OF

[Sign Original Only]

AMERICAN HOME MORTGAGE
WITHOUT RECOURSE
BY HER MORTGAGE

PAY TO THE ORDER OF

WITHOUT RECOURSE
BY AMERICAN HOME MORTGAGE

GREGORY VALENTINE

KEENE BURY
ASST. SECRETARY

EXHIBIT B

60000 SERIES
50% FSC



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NICHOLAS F. SMITH
DEAN A. DELUNCIE

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(1993-2009)
DENNIS M. HALL
(1947-1998)

March 28, 2011

WRITER'S DIRECT ACCESS

(404) 885-6108

bmoore@delflaw.com

VIA REGULAR MAIL AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Joseph Younes
357 Rosalie
Palatine, IL 60074

RE: Bank of America Loan No.: 0019161652

Dear: Mr. Younes

We have been retained by the Bank of America to assist them with regard to funds due Bank of America pursuant to their loan to you. This loan is a "Bank of America Equity Maximizer Agreement," and was signed by you on July 28, 2006.

According to Bank of America records, this note is currently in default and there is a balance due of \$225,576.16. We understand the current financial landscape and would like to work with you to resolve the debt owed and achieve a positive result for both you and Bank of America. It is important to understand that you have options concerning this debt, and that we are willing to work with you to explore those options prior to proceeding with litigation. Please contact us so that we can discuss your potential options and help you achieve a beneficial result.

If you believe that this debt is not valid, you have 30 days to dispute the validity of this debt. If you dispute the validity of this debt within 30 days, we will obtain verification of this debt and Bank of America will send you a copy of the verification. Finally, please be advised that this firm is attempting to collect a debt and any information obtained will be used for that purpose.

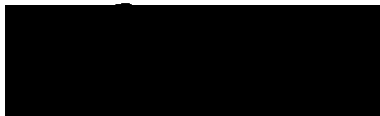
March 28, 2011

Page 2

I truly appreciate your time and cooperation in this matter, and ask that you contact me directly to discuss removing this matter from the litigation process.

Very truly yours,

Drew, Eckl & Farnham, LLP



Brian T. Moore

BTM/BSM

cc:

Eric Mull (via e-mail)

Kelly H. Wood (via e-mail)

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6264-79044