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IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

The Bank of New York Mellon Trust)
Company, National Association, as grantor)
Trustee of the Protium Master Grantor Trust,)
)
Plaintiff,) Case Number: 11 CV 05905
-vs) District Judge: Honorable Charles
) Norgle Sr
) Magistrate Judge:
Michael A. James, Non-Record Claimants)
Unknown Owners)
Defendants	·)

AFFIDAVIT OF PROOF

I David McDonnell, being first duly sworn on oath, deposes and says that (s)he is the Managing Director of the Statebridge Company LLC, the duly authorized loan servicing agent of the plaintiff and has full knowledge and authority to make this affidavit; have personally reviewed the stored electronic images of the mortgage, the note, the assignments, the endorsements, and reviewed the loan records relating to the mortgage loan foreclosed herein identified as loan number 0000006124, and state:

My review of the images stored electronically for this loan number show that on January 15, 2008, MICHAEL A. JAMES executed and delivered the Note payable to EQUIFIRST CORPORATION in the principal amount of \$850,000.00 bearing interest as therein stated, payable in monthly installments of principal and interest until paid, a copy of which is attached. To secure the payment thereof, he executed and delivered a Mortgage to the MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for EQUIFIRST CORPORATION on the same date, which conveyed a security interest in the mortgage real estate described in the complaint. The mortgage is recorded in the county office of the Recorder of Deeds as Document No. 0802536007, a copy of which is attached.

That further, Plaintiff is now the assignee of the original mortgagee by assignment(s) recorded in the office of the Recorder of Deeds from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. to THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION, AS GRANTOR TRUSTEE OF THE PROTIUM MASTER GRANTOR TRUST, by assignment dated the 21st day of January 2011 and recorded in the office of the Recorder of Deeds of Cook County on January 26, 2011 as document number 1102634079 a copy of which is attached.

Further, my review indicates that it has possession of the Note, which was endorsed in blank by separate Allonge by Karen Ruff of Equifirst Corporation a copy of which is attached; this original Note and Allonge along with the original Mortgage and Assignment were received from the original lender and delivered to our foreclosure counsel.

As the Managing Director of Statebridge Company, LLC, the servicing agent for THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION, AS GRANTOR TRUSTEE OF THE PROTIUM MASTER GRANTOR TRUST, the Plaintiff – I have access to the scanned mortgage documents, loan records and loan payment history of the borrower. The loan records are maintained on the computer system by an account tracking system in the normal course of business. These records reflect the payments received, payments made from escrow, the application of any payments (to principal, interest, late charges and advance. Any other credits, set offs, deductions or disbursements are also reflected.

Statebridge Company, LLC keeps these records of payments and disbursements, described above, through a manual process. All payments are sent to Statebridge Company LLC where they are manually entered into a system which collect the payments. These payments submitted by this process settle and post to the account within 24hours (business hours) at which the system is updated to reflect all posted payments or disbursements in the system.

The system adjusts to reflect payment at or within a reasonable time of the payment's settlement. The system accurately reflects the amount paid or disbursed and I have no knowledge of it reflecting incorrect payment information. Accordingly, the amounts due and owing reflect the amount due as of the date of the report because all payments and disbursements. The scanned mortgage images are maintained in a PDF format on the system.

As such I am a keeper and custodian of the scanned and computerized loan servicing records relating to the mortgage loan foreclosed herein identified as loan number 0000006124; has reviewed the scanned images and mortgage loan records in connection with the default of the aforementioned loan and has personal knowledge of the records, a copy of which is attached.

I have reviewed the loan records and they indicate the default, as specifically alleged in the Complaint; there are due to plaintiff the following amounts as of July 24th, 2012:

Principal Balance due as of Default	\$844,629.48
Accrued Interest thereon to August 1 2012	\$261,694.40
Accrued Late Charges	\$8,132.00
Advances for:	
Property Inspections	\$347.00
BPO's	\$585.00
Real Estate Taxes	\$20,005.79
Hazard Insurance	\$11,921.00
Escrow Credit applied November 25 2008	\$(8,883.52)
Escrow Credit applied November 25 2008	\$(253.12)
Funds in suspense for benefit of borrower	\$(18,365.38)
Total Payoff	\$1,119,812.65

The Note and Mortgage provide and the mortgagors have obligated themselves to pay the following costs in connection with this suit and the plaintiff has advanced to counsel or agreed to advance to counsel, and also to pay for reasonable attorneys' fees, which are set forth in the attorney's affidavit.

The note rate interest continues to accrue on said Principal at the rate of \$195.54 per day
I certify that the attached Note, Mortgage and Riders, Assignments and Allonges are true
and correct photocopies of the original instruments described herein. I further state that, except as
set forth herein, the Note and Mortgage have not been transferred, sold or assigned.

This Affidavit is made pursuant to Section 15-1506(a) of the Illinois Mortgage Foreclosure Law (S.H.A. 735 ILCS 5/15-1506(a)); and the FEDERAL RULES OF CIVIL PROCEDURE TITLE VII. JUDGMENT Rule 55(b) and Supreme Court Rule 191(a), for the purpose of proving the amount due herein.

I have personal knowledge of the facts stated herein and if sworn as a witness, I can

competently testify as a witness to such facts.

And further affiant sayeth not.

Statebridge Company, LLC, Servicing Agent for The Bank of New York Mellon Trust Company, National Association as grantor trustee of the Protium Master

Grantor Trust

Sign here >>> '

David McDonnell, Managing Director

THIS INSTRUMENT WAS ACKNOWLEDGED TO

OF September, 2012

11:01.

NOTARY PUBLIC

Denise L Williams

JAROS, TITTLE & O'TOOLE, LIMITED

Attorney for Plaintiff

20 North Clark Street

Suite 510

Chicago, Illinois 60602

(312) 750-1000

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Doc#. 0802536007 fee: \$70.00 Date; 01/25/2008 01:00 PM Pg: 1 of 19 Cook County Recorder of Deeds *RHSP FEE \$10.00 Applied

Return To:

EquiFirst Corporation Attn: Collateral M 500 Forest Point Circle Charlotte, NC 28273

and

Prepared By:

E-RECORDINGS

Nicky Bureau 500 Forest Point Circle, Charlotte, NC 28273

STC 552647

-{Space Above This Line For Recording Data} -

1043

MORTGAGE

MIN 100200104112124421

STEWART TITLE COMPANY 2955 W. Army Trail Road, Suite 110 Addison, IL 60101 630 - 889 - 4000

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 January 15, 2008 together with all Riders to this document.

(B) "Borrower" is Michael James, solely, A Single 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. 0411212442

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

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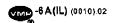
initials

VMP Mortgage Solutions, Inc.

(D) Lender is Equifirst Corporation
Lender is a Corporation
organized and existing under the laws of North Carolina .
Lender's address is 500 Forest Point Circle
Charlotte, NC 28273
(E) "Note" means the promissory note signed by Borrower and dated January 15, 2008
The Note states that Borrower owes Lender eight hundred fifty thousand and 00/100 Dollars
(U.S. \$850,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1, 2038 . (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]:
Adjustable Rate Rider Condominium Rider Second Home Rider Balloon Rider Planned Unit Development Rider 1-4 Family Rider VA Rider Biweekly Payment Rider X Other(s) [specify] ARM Floor Rider

- (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
- (L) "Escrow 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,
- (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 3500), 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.

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(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]:

[Name of Recording Jurisdiction]:

See Attached Exhibit A

Parcel ID Number: 20034140030000 which currently has the address of 4511 South Ring Drive [Street] Chicago [City], Illinois 60653 [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

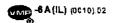
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform 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

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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 attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts 0411212442

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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.

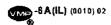
If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender 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

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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.

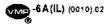
5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. 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

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

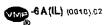
If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 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

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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

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 these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage 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.

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(b) Any such agreements will not affect the rights Borrowe: 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

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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.

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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 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.

- 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

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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.

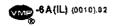
Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty 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.

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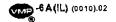




NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 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.

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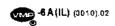


Initiale 1

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this

Security Instrument and in any Rider executed by Bo	rrower and recorded with it.	
Witnesses:	<u>.</u>	
	harde Hy	(Seal)
	Michael A James	-Borrower
		-Borrower
(Seal)		(Seal)
-Вотгожет		-Borrower
(Seal)		(Seal) -Borrower
(Seal)		(Seal)
-Borrower		-Borrower

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STATE OF ILLINOIS,	1-11/2004	2		•	County	ss:
I,	1 0		, a Notary Pu	ublic in and	for said	county and
state do hereby certify that	Michael A James		·			·
						,
personally known to me t appeared before me this of	lay in person, and ackr	nowledged the	at ha/she/they	signed and	delive	
instrument as his/her/their Given under my hand	free and voluntary act, and official seal, this	for the uses	and purposes day of _	therein set for	orth.	<u>3008</u> .
My Commission Expires:	07.19.10	ţ	,	. t.	U	
				1	<u>V) </u>	
		Notary Public	のしず	vens		

"OFFICIAL SEAL"
Susan J. Ivens
Notary Public, State of Illinois
My Commission Expires 07/19/2010

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Case: 1:11-cv-05905 Document #: 36-2 Filed: 10/01/12 Page 20 of 41 PageID #:614

STEWART TITLE

GUARANTY COMPANY
HEREIN CALLED THE COMPANY

COMMITMENT - LEGAL DESCRIPTION

THE NORTH 25 FEET 2 INCHES OF THE SOUTH 50 FEET OF LOT 1, IN SNOW AND DICKINSONS SUBDIVISION OF LOT 2 IN CLEAVER AND TAYLORS SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



ASSIGNMENT OF MORTGAGE

Doc#: 1102634079 Fee: \$58.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 01/28/2011 01:38 PM Pg: 1 of 2

Statebridge Loan Number: 6124 MIN: 100200104112124421

MERS Phone: 1-888-679-6377

FOR VALUE RECEIVED, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") as nominee for STATEBRIDGE COMPANY, LLC its successors and assigns, hereby assign and transfer to THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION, AS GRANTOR TRUSTEE OF THE PROTIUM MASTER GRANTOR TRUST the note dated January 15, 2008, in the face amount Eight hundred fifty thousand dollars and zero cents \$850,000.00, executed by: Michael James secured by a mortgage of even date there within and recorded on the 25 day of January, A.D. 2008 in the office of the Recorder of Cook County, State of Illinois in the Book _____ at Pages ____ or at Document# 0802536007.

More commonly referred to as: See Attached Exhibit A

EXECUTED this 21 day of January, 2011.

MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC. AS NOMINEE FOR STATEBRIDGE COMPANY, LLC (TRANSFEROR)

RETURN TO: JAROS, TITTLE & O'TOOLE, 20 N. Clark, #510, Chgo 11,60602

State of Colorado }

County of Denver } ss:

On the 21 day of January A.D. 2011, before me, a Notary Public, personally appeared David McDonnell, to me known, who being duly sworn, did say that he or she is the Assistant Secretary of Mortgage Electronic Registration Systems, Inc., and that said instrument was signed on behalf of said corporation.

Notary Public C. A. SM 1774

Address of Preparer:
4600 S. Syracuse St., Suite 800
Denver, CO 80237
Attn: Final Documents Dept.

10.03.2014

LEGAL DESCRIPTION RIDER

PARCEL 1: THE NORTH 25 FEET 2 INCHES OF THE SOUTH 50 FEET OF LOT 1 IN SNOW AND DICKINSON'S SUBDIVISION OF LOT 2 IN CLEAVER AND TAYLOR'S SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH ½ OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTH 1/2 OF THE WEST ½ OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PARCEL 2: THE SOUTH 24 FEET 10 INCHES OF LOT 1 IN SNOW AND DICKENSON'S SUBDIVISION OF LOT 2 IN CLEAVER AND TAYLOR'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS

PIN#20-03-414-003-0000 Commonly known as **4511 S. KING DR. CHICAGO, IL. 60653**



MIN 100200104112124421

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 AND MINIMUM RATE I MUST PAY.

January 15, 2008 Chicago IL

(Dote) (City) (State)

4511 South King Drive, Chicago, IL 60653 (Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 850,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is EquiRirst Corporation. 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 8.450 %. The interest rate I will pay may change in accordance with Section 4 of the 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 payments on the 1st day of each month beginning on March 1, 2008
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 February 1, 2038
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 HomEq Servicing, Cash Administration Dept., Mail Code CA 3358, 4837 Watt Ave., North Highlands, CA 95660, 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. \$ 6,505.67. 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.

Multistate Adjustable Rate Note-Liber Index EF815N (9/07) (Illinois Version) Loan Number 0411212442

Initials My

4. INTEREST RATE AND M

THLY PAYMENT CHANGES



(A) Change Dates

The interest rate I will pay may change on February 1, 2011, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent 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 that is based upon comparable

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 6.300 percentage points (6.300 %) 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 11.450% or less than 8.450 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.000%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 14.450% or less than the initial interest rate provided for in Section 2 of this Note.

(E) Effective Date of Change

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

(F) Notice of Changes

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

5. BORROWER 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 make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this 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 payment 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.

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Loan Number 0411212442

Initials W

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: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit: and (ii) 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 Charge 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 5.00 % of my overdue payment of principal and interest. I will pay this late charge 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 overduc 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 delivered or mailed to me.

(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 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.

(F) Dishonored or Returned Check Fee

If any payment that I make to the Note Holder by check, order or draft drawn on any bank, credit union, savings and loan association or other financial institution for the payment of money is dishonored or returned to the Note Holder for any reason, including insufficient funds, I will pay the Note Holder upon demand a dishonored or returned check fee of \$25.00 or the sum of all costs and expenses, including reasonable attorney's fees, incurred by the Note Holder in connection with the collection of the amount for which the check, order or draft was written, whichever is greater.

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 malling 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.

EF815IL Loan Number: 0411212442

Initials 4

Page 3 of 4

11. UNIFORM SECURED NO

This Note is a uniform insurament 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 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 are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. 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, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise 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.

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

live and #2	(Seal)		(Seal)
Michael A James	-Bottower		-Вопоже
	(Seal) -Borrower		(Seal) -Borrowe
	(Seal)		(Seal)
	-Borrower	134, 4	-Воггоче

ADJUSTABLE INTEREST RATE FLOOR Addendum to Note

This ADJUSTABLE INTEREST RATE FLOOR ADDENDUM is made this 15th day of January, 2008, and amends the Note in the amount of U.S. \$ 850,000.00 dated the same date and given by the person(s) who signs below (the "Borrower(s)") to EquiFirst Corporation (the "Lender").

In addition to the agreements and provisions made in the Note and the Security Instrument, and not withstanding any provisions to the contrary contained in said Note or the Security Instrument, both the Borrower(s) and the Lender further agree as follows:

ADJUSTABLE INTEREST RATE FLOOR

THIS LOAN HAS AN INTEREST RATE "FLOOR" WHICH WILL LIMIT THE AMOUNT THE INTEREST RATE CAN DECREASE. REGARDLESS OF ANY CHANGES IN THE INDEX, THE INTEREST RATE DURING THE TERM OF THIS LOAN WILL NEVER BE LESS THAN THE INITIAL INTEREST RATE PROVIDED FOR IN SECTION 2 OF THE NOTE.

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Michael A James	
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0411212442 EF060 (12/99)

ADJUSTABLE RATE RIDER to Security Instrument

(LIBOR 6 Month Index - As Published in The Wall Street Journal - Rate Caps)

(To Be Recorded Together with Security Instrument)

THIS ADJUSTABLE RATE RIDER is made this 15th day of January, 2008 and incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to EquiFirst Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4511 South King Drive, Chicago, IL 60653 (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 AND MINIMUM 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 8.450 %. The Note provides for changes in the interest rate and the monthly payment as follows:

(A) Change Dates

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

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month is which the Change Date occurs is the "Current Index." If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, The Note Holder will calculate my new interest rate by adding 6.300 percentage points (6.300 %) 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 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 11.450% or less than 8.450%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point(s) (1.00%) the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 14.450% or less than the initial interest rate provided for in Section 2 of this Note.

0411212442

EF0611 (05/02)

Page 1 of 2

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

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

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

Transfer of Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant 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 to the transferee to keep all the promises and agreements made in the Note and in the 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 delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower

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

Michael A James	
Michael A James	

ADJUSTABLE INTEREST RATE FLOOR Rider to Security Instrument

(To Be Recorded Together with Security Instrument)

This ADJUSTABLE INTEREST RATE FLOOR RIDER is made this 15th day of January, 2008 and amends the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") dated the same date and given by the person(s) who signs below (the "Borrower(s)") to EquiFirst Corporation (the "Lender") to secure repayment of a Note in the amount of U.S \$850,000.00.

In addition to the agreements and provisions made in the Note and the Security Instrument, and notwithstanding any provisions to the contrary contained in said Note or the Security Instrument, both the Borrower(s) and the Lender further agree as follows:

ADJUSTABLE INTEREST RATE FLOOR

THIS LOAN HAS AN INTEREST RATE "FLOOR" WHICH WILL LIMIT THE AMOUNT THE INTEREST RATE CAN DECREASE. REGARDLESS OF ANY CHANGES IN THE INDEX, THE INTEREST RATE DURING THE TERM OF THIS LOAN WILL NEVER BE LESS THAN THE INITIAL INTEREST RATE PROVIDED FOR IN SECTION 2 OF THE NOTE.

Michael A James	
Michael A James	

0411212442 EF059 (Rev 05/02)

Note Endorsements

Borrower(s): Michael A James

Property Address: 4511 South King Drive, Chicago, IL 60653

Without Recourse, Pay to the Order of:

EquiFirst Corporation

Karen Ruff

Vice President

P6931-45C REQ BY STAT082010 6124 Payments.txt CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 08/23/10 PAGE 01

MICHAEL A JAMES 4511 SOUTH KING DRIVE CHICAGO IL 60653

*****	*****	****	*****	*****	******
			NT ACCOUNT INFO PRINCIPAL		CURRENT
	PA	YMENT PAYMEN	r & INTEREST	INTEREST	PRINCIPAL ESCROW
LOAN NUM	BER	DUE AMOUN ^a	Γ PAYMENT	RATE	BALANCE BALANCE
04112124	42 Ul	-01-09 6758 *****	.79	8.45000 ******	0.00
PROCESS	DUE	ACTIVITY FO	R PERIOD 09-01-	08 - 08-23-	10
PROCESS DATE	DATE	CODE	DESCRI	PTION	EFFECTIVE DATE OF TRANSACTION
TRANS	ACTION	PRIN PD/	ESCROW F	PD/	CODE/DESCRIPTION
AMU		BALANCE IN	TEKEST BALANCE	: AMOUNI	CODE/DESCRIPTION
08-23-10	01-09 0.00	132 LATE CHAP	RGE ADJUSTMENT	00 301.13	1 LATE CHARGES
08-23-10	01-09	132 LATE CHA	RGE ADJUSTMENT		
08-23-10	0.00 01-09		0.00 0.0 NSEEDDED	00 999.99	1 LATE CHARGES
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00 22 10		0.00	0.0	0 NEW PRI	INCIPAL/ESCROW BALANCES
08-23-10	01-09 0.00		0.00 14,352.8		•
08-12-10		632 STATUTOR	Y EXPENSE DISBU	JRSEMENT	•
-	00.00		0.00 0.0		
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07-07-10			ADVANCE DISBUF		
	375.00		0.00 0.0	-	
06-15-10	0.00		RGE ADJUSTMENT		3 1 LATE CHARGES
05-21-10	00-00	631 PROPERTY	PRESERVATION [DISBURSEMENT	г Г
04-22-10	10.50		0.00 0.0		-
04-22-10	10.50	0.00			l
우		THANK YOU I	FOR YOUR RECENT	INQUIRY	
			QUEST, HOMEQ SI D YOUR PAYMENT		
P6931-450 REQ BY ST			ACCOUNT ACTIVI	TY STATEMENT	DATE 08/23/10 PAGE 02
MICHAEL A		11212442			
		ACTIVITY FO	R PERIOD 09-01	00 00 22	-10
PROCESS	DUE			-U8 - U8-23 ACTION	EFFECTIVE DATE
DATE	DATE		DESCR	IPTION	OF TRANSACTION

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6124 Payments.txt
   TRANSACTION PRIN PD/
                                    ESCROW PD/ -----OTHER-----
     AMOUNT
                BALANCE
                           INTEREST BALANCE
                                               AMOUNT CODE/DESCRIPTION
03-25-10 00-00 631 PROPERTY PRESERVATION DISBURSEMENT
        10.50
                    0.00
                               0.00
                                         0.00
03-10-10 00-00
                601 MISC. CORPORATE DISBURSEMENT
       110.00
                    0.00
                               0.00
                                         0.00
03-02-10
         00-00
                601 MISC. CORPORATE DISBURSEMENT
         7.00
                    0.00
                               0.00
02-23-10
         01-09
                161
                     ESCROW ADVANCE
          5.00
                    0.00
                               0.00
                                         5.00
         02-10
02-23-10
                     TAX DISBURSEMENT
         5.00-
                                         5.00-
                    0.00
                               0.00
                                    14,352.82- NEW PRINCIPAL/ESCROW BALANCES
02-23-10 00-00
                631 PROPERTY PRESERVATION DISBURSEMENT
        10.50
                    0.00
                               0.00
                                         0.00
02-16-10 01-09
                161 ESCROW ADVANCE
      2,376.61
                    0.00
                               0.00
                                     2,376.61
02-16-10 02-10
                312 TAX DISBURSEMENT
                               0.00 2,376.61-
14,347.82- NEW PRINCIPAL/ESCROW BALANCES
      2,376.61-
                    0.00
02-05-10 00-00
                630 ATTORNEY ADVANCE DISBURSEMENT
       440.00
                    0.00
                               0.00
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02-01-10 01-09
                173
                     PAYMENT
      4,847.80
                    0.00
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                                         0.00 4,847.80
01-19-10
         00-00
                631
                     PROPERTY PRESERVATION DISBURSEMENT
        10.50
                    0.00
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                                         0.00
01-11-10
         01-09
                161 ESCROW ADVANCE
          5.00
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01-11-10
         08-09
                317
                     TAX DISBURSEMENT
          5.00-
                    0.00
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                                         5.00-
                                    11,971.21-
                                                NEW PRINCIPAL/ESCROW BALANCES
12-22-09 00-00
                631 PROPERTY PRESERVATION DISBURSEMENT
        10.50
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11-30-09
         00-00
                601 MISC. CORPORATE DISBURSEMENT
          7.00
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11-23-09 00-00
                631 PROPERTY PRESERVATION DISBURSEMENT
        10.50
                    0.00
                               0.00
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우
                   THANK YOU FOR YOUR RECENT INQUIRY
                  PER YOUR REQUEST, HOMEQ SERVICING
                  HAS REVIEWED YOUR PAYMENT HISTORY.
                                                                 DATE 08/23/10
P6931-45C
                    CUSTOMER ACCOUNT ACTIVITY STATEMENT
REQ BY STAT082010
                                                                       PAGE 03
MICHAEL A JAMES
LOAN NUMBER: 0411212442
                  ACTIVITY FOR PERIOD 09-01-08 - 08-23-10
                                                               EFFECTIVE DATE
PROCESS
         DUE
                                      TRANSACTION
                 TRANSACTION
                CODE
                                      DESCRIPTION
                                                               OF TRANSACTION
         DATE
 DATE
    TRANSACTION PRIN PD/
                                    ESCROW PD/ -----OTHER-----
                           INTEREST BALANCE AMOUNT CODE/DESCRIPTION
                 BALANCE
      AMOUNT
                161 ESCROW ADVANCE
11-12-09 01-09
      1,873.10
                    0.00
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                                     1,873.10
                     TAX DISBURSEMENT
11-12-09 08-09
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      1,873.10-
                                     11,966.21- NEW PRINCIPAL/ESCROW BALANCES
10-21-09 00-00 631 PROPERTY PRESERVATION DISBURSEMENT
                                       Page 2
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6124 Payments.txt
         10.50
                     0.00
                                0.00
                                          0.00
10-06-09
         01-09
                 173
                     PAYMENT
     13,517.58
                                          0.00 13,517.58
                     0.00
                                0.00
09-23-09
         00-00
                 601
                     MISC. CORPORATE DISBURSEMENT
          7.00
                     0.00
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                                          0.00
09-22-09
         00-00
                 601 MISC. CORPORATE DISBURSEMENT
         95.00
                                0.00
                     0.00
                                          0.00
09-21-09
         00-00
                 631 PROPERTY PRESERVATION DISBURSEMENT
         10.50
                     0.00
                                0.00
                                          0.00
09-16-09
         01-09
                 152
                      LATE CHARGE ASSESSMENT
                                          0.00
          0.00
                                0.00
                     0.00
                                                  325.28-1 LATE CHARGES
         00-00
08-21-09
                 631
                      PROPERTY PRESERVATION DISBURSEMENT
         10.50
                     0.00
                                0.00
                                          0.00
08-17-09
         01-09
                 152
                     LATE CHARGE ASSESSMENT
          0.00
                     0.00
                                0.00
                                          0.00
                                                  325.28-1 LATE CHARGES
08-03-09
         00-00
                 632
                      STATUTORY EXPENSE DISBURSEMENT
      1,227.00
                     0.00
                                0.00
                                          0.00
07-24-09
         00-00
                 631 PROPERTY PRESERVATION DISBURSEMENT
         10.50
                     0.00
                                0.00
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07-16-09
                 152
                     LATE CHARGE ASSESSMENT
          0.00
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                                                  325.28-1 LATE CHARGES
06-29-09
                 631 PROPERTY PRESERVATION DISBURSEMENT
         00-00
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06-16-09
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                 152
                      LATE CHARGE ASSESSMENT
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                                                  325.28-1 LATE CHARGES
05-28-09
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                 631
                     PROPERTY PRESERVATION DISBURSEMENT
         10.50
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05-18-09
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                 152
                     LATE CHARGE ASSESSMENT
          0.00
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                                0.00
                                                  325.28-1 LATE CHARGES
9
                   THANK YOU FOR YOUR RECENT INQUIRY
                   PER YOUR REQUEST, HOMEQ SERVICING
                   HAS REVIEWED YOUR PAYMENT HISTORY.
P6931-45C
                     CUSTOMER ACCOUNT ACTIVITY STATEMENT
                                                                   DATE 08/23/10
REQ BY STAT082010
                                                                         PAGE 04
MICHAEL A JAMES
LOAN NUMBER: 0411212442
                   ACTIVITY FOR PERIOD 09-01-08 - 08-23-10
PROCESS
          DUE
                 TRANSACTION
                                       TRANSACTION
                                                                EFFECTIVE DATE
 DATE
          DATE
                 CODE
                                       DESCRIPTION
                                                                OF TRANSACTION
                                     ESCROW PD/ -----OTHER-----
                PRIN PD/
    TRANSACTION
                            INTEREST BALANCE AMOUNT CODE/DESCRIPTION
      AMOUNT
                 BALANCE
05-15-09 00-00
                 632 STATUTORY EXPENSE DISBURSEMENT
        525.00
                     0.00
                                0.00
                                          0.00
05-15-09 00-00
                 630 ATTORNEY ADVANCE DISBURSEMENT
        330.00
                     0.00
                                0.00
                                          0.00
05-13-09 01-09
                 161 ESCROW ADVANCE
      7,308.75
                     0.00
                                0.00
                                      7,308.75
05-13-09 08-08
                 317
                      TAX DISBURSEMENT
          5.00-
                                          5.00-
                                0.00
                     0.00
                                     10,093.11-
                                                 NEW PRINCIPAL/ESCROW BALANCES
          02-09
                 317
                      TAX DISBURSEMENT
05-13-09
                                0.00
                                           5.00-
          5.00-
                     0.00
                                     10,088.11-
                                                 NEW PRINCIPAL/ESCROW BALANCES
                 316 TAX DISBURSEMENT
05-13-09 05-09
                                0.00
                                      4,740.58-
      4,740.58-
                     0.00
                                      10,083.11-
                                                  NEW PRINCIPAL/ESCROW BALANCES
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Page 3

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6124 Payments.txt
05-13-09 05-09
                316 TAX DISBURSEMENT
     2,558.17-
                     0.00
                                0.00 2,558.17-
                                      5,342.53- NEW PRINCIPAL/ESCROW BALANCES
04-27-09 00-00
                631 PROPERTY PRESERVATION DISBURSEMENT
         10.50
                                0.00
                                          0.00
                     0.00
04-16-09
         01 - 09
                     LATE CHARGE ASSESSMENT
                                0.00
                                          0.00
          0.00
                     0.00
                                                  325.28-1 LATE CHARGES
03-16-09
                     LATE CHARGE ASSESSMENT
         01-09
                 152
          0.00
                     0.00
                                0.00
                                          0.00
                                                  325.28-1 LATE CHARGES
03-06-09
                 601
                     MISC. CORPORATE DISBURSEMENT
         00-00
        95.00
                     0.00
                                          0.00
                                0.00
02-27-09
         00-00
                 631
                     PROPERTY PRESERVATION DISBURSEMENT
         10.50
                     0.00
                                0.00
                                          0.00
02-17-09
         01-09
                 152
                     LATE CHARGE ASSESSMENT
          0.00
                                          0.00
                     0.00
                                0.00
                                                  325.28-1 LATE CHARGES
02-17-09
         00-00
                 601
                     MISC. CORPORATE DISBURSEMENT
          7.48
                     0.00
                                0.00
                                          0.00
01-16-09
         01-09
                 152
                     LATE CHARGE ASSESSMENT
                                0.00
          0.00
                                          0.00
                     0.00
                                                  325.28-1 LATE CHARGES
우
                   THANK YOU FOR YOUR RECENT INQUIRY
                   PER YOUR REQUEST, HOMEQ SERVICING
                   HAS REVIEWED YOUR PAYMENT HISTORY.
P6931-45C
                    CUSTOMER ACCOUNT ACTIVITY STATEMENT
                                                                  DATE 08/23/10
REQ BY STAT082010
                                                                        PAGE 05
MICHAEL A JAMES
LOAN NUMBER: 0411212442
                   ACTIVITY FOR PERIOD 09-01-08 - 08-23-10
PROCESS
                                       TRANSACTION
                                                                EFFECTIVE DATE
          DUE
                 TRANSACTION
 DATE
          DATE
                 CODE
                                       DESCRIPTION
                                                                OF TRANSACTION
                                    ESCROW PD/ -----OTHER-----
    TRANSACTION PRIN PD/
                            INTEREST BALANCE AMOUNT CODE/DESCRIPTION
     AMOUNT
                 BALANCE
          01-09 173 PAYMENT
12-31-08
          7.50
                     0.00
                                0.00
                                          0.00
                                                    7.50 Z IVR PAYMENTS
                 168 REPAY OF ESCROW ADVANCE
12-31-08
          12-08
                                                  253.12
          0.00
                     0.00
                                0.00
                                        253.12-
                172 PAYMENT
         12-08
12-31-08
               554.17
844,629.48
                            5,951.50
                                        253.12
      6,758.79
                                      2,784.36-
                                                 NEW PRINCIPAL/ESCROW BALANCES
          12-08 173 PAYMENT
12-01-08
                                          0.00
                                                    7.50 Z IVR PAYMENTS
          7.50
                    0.00
                                0.00
                 172 PAYMENT
         11-08
12-01-08
      6,505.67
                   550.29
                            5,955.38
                                          0.00
               845,183.65
                                                 NEW PRINCIPAL/ESCROW BALANCES
11-25-08
         11-08 168 REPAY OF ESCROW ADVANCE
          0.00
                                0.00 8,883.52- 8,883.52
                     0.00
11-25-08 11-08
                 163 HAZARD INS REFUND DEPOSIT
                                0.00 8,883.52
      8,883.52
                     0.00
                                      3,037.48-
                                                 NEW PRINCIPAL/ESCROW BALANCES
11-03-08 11-08
                 173 PAYMENT
                 0.00
172 PAYMENT
                                0.00
                                          0.00
                                                    7.50 Z IVR PAYMENTS
          7.50
11-03-08 10-08
               546.45
845,733.94
      6,505.67
                           5,959.22
                                          0.00
                                                 NEW PRINCIPAL/ESCROW BALANCES
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0.00 11,921.00

Page 4

10-20-08 10-08 161 ESCROW ADVANCE

0.0010-20-08 08-08 351 HAZARD INS DISBURSEMENT

11,921.00

			6124	Payments.	txt	
11,92	21.00-	0.00	0.00 1	1,921.00-		
					NEW PRINCIPAL/ESCROW BALANCE	ES
10-16-08	10-08	152 LATI	E CHARGE ASSE	SSMENT		
	0.00	0.00	0.00	0.00	325.28-1 LATE CHARGES	
09-30-08	10-08	173 PAY	MENT			
	7.50	0.00	0.00	0.00	7.50 Z IVR PAYMENTS	
09-30-08	09-08	172 PAY	MENT			
6,50		542.62	5,963.05	0.00		
	8	346,280.39			NEW PRINCIPAL/ESCROW BALANCE	ES
9		THANK	YOU FOR YOUR	RECENT IN		

PER YOUR REQUEST, HOMEQ SERVICING HAS REVIEWED YOUR PAYMENT HISTORY.

P6931-45C CUSTOMER ACCOUNT ACTIVITY STATEMENT DATE 08/23/10 PAGE 06

MICHAEL A JAMES

LOAN NUMBER: 0411212442

PROCESS DATE	DUE DATE	ACTIVITY TRANSACTION CODE		DD 09-01-08 TRANSACTI DESCRIPTI	ON	EFFECTIVE DATE OF TRANSACTION
TRANS	ACTION	PRIN PD/		ESCROW PD/		OTHER
	UNT	BALANCE				CODE/DESCRIPTION
09-03-08	09-08	173 PAYMEN	NT			
	0.00	0.00	0.00	0.00	325.28 1 325.28-	L LATE CHARGES
09-02-08	09-08	173 PAYMEN	NT			
	7.50	0.00	0.00	0.00	7.50 2	Z IVR PAYMENTS
09-02-08	08-08	172 PAYMEN	NT			
6,8	30.95	538.83	5,966.84	0.00	325.28	
	8	46,823.01				CIPAL/ESCROW BALANCES
4		THANK YO	U FOR YOU	R RECENT IN	IQUIRY	

PER YOUR REQUEST, HOMEQ SERVICING HAS REVIEWED YOUR PAYMENT HISTORY.

6124-JAMES_Payment History.txt

P6931-45C DATE 08/23/10 CUSTOMER ACCOUNT ACTIVITY STATEMENT REQ BY STAT082010 PAGE 01

MICHAEL A JAMES 4511 SOUTH KING DRIVE CHICAGO IL 60653

PROCESS DUE DATE DATE	ACTIVITY FOR PERIOD 09-01-08 - 08-23-10 TRANSACTION TRANSACTION EFFECTIVE DATE CODE DESCRIPTION OF TRANSACTION						
TRANSACTION AMOUNT	PRIN PD/ ESCROW PD/OTHERBALANCE INTEREST BALANCE AMOUNT CODE/DESCRIPTION						
00 22 10 01 00	132 LATE CHARGE ADJUSTMENT						
0.00 08-23-10 01-09 0.00 8	0.00 0.00 0.00 999.99 1 LATE CHARGES 156 LOAN TRANSFERRED 444,629.48 0.00 14,352.82 18,365.38-						
0.00 844,629.48							
08-12-10 00-00 800.00 08-12-10 00-00	630 ATTORNEY ADVANCE DISBURSEMENT						
400.00 0.00 0.00 0.00 07-07-10 00-00 630 ATTORNEY ADVANCE DISBURSEMENT 375.00 0.00 0.00 0.00							
06-15-10 01-09 132 LATE CHARGE ADJUSTMENT 0.00 0.00 0.00 1,951.68 1 LATE CHARGES 05-21-10 00-00 631 PROPERTY PRESERVATION DISBURSEMENT 10.50 0.00 0.00							
04-22-10 00-00 10.50	631 PROPERTY PRESERVATION DISBURSEMENT 0.00 0.00 0.00 THANK YOU FOR YOUR RECENT INQUIRY						
PER YOUR REQUEST, HOMEQ SERVICING HAS REVIEWED YOUR PAYMENT HISTORY.							

HAS REVIEWED YOUR PAYMENT HISTORY.

DATE 08/23/10 CUSTOMER ACCOUNT ACTIVITY STATEMENT P6931-45C PAGE 02 REQ BY STAT082010

MICHAEL A JAMES LOAN NUMBER: 0411212442

ACTIVITY FOR PERIOD 09-01-08 - 08-23-10 EFFECTIVE DATE TRANSACTION **PROCESS** DUE TRANSACTION **DESCRIPTION** OF TRANSACTION DATE DATE CODE Page 1

6124-JAMES_Payment History.txt

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ESCROW PD/ -----OTHER-----
   TRANSACTION PRIN PD/
                         INTEREST BALANCE AMOUNT CODE/DESCRIPTION
     AMOUNT
             BALANCE
03-25-10 00-00 631 PROPERTY PRESERVATION DISBURSEMENT
        10.50
                   0.00
                              0.00
                                        0.00
                601 MISC. CORPORATE DISBURSEMENT
03-10-10 00-00
       110.00
                   0.00
                              0.00
                601 MISC. CORPORATE DISBURSEMENT
03-02-10 00-00
         7.00
                    0.00
                              0.00
                                        0.00
                161 ESCROW ADVANCE
02-23-10
         01-09
                                         5.00
          5.00
                    0.00
                              0.00
                317 TAX DISBURSEMENT
02-23-10 02-10
         5.00-
                    0.00 0.00
                                         5.00-
                                   14,352.82- NEW PRINCIPAL/ESCROW BALANCES
02-23-10 00-00
                631 PROPERTY PRESERVATION DISBURSEMENT
10.50
02-16-10 01-09
                    0.00
                              0.00
                                        0.00
                161 ESCROW ADVANCE
      2,376.61
                               0.00 2,376.61
                    0.00
02-16-10 02-10
                312 TAX DISBURSEMENT
                               0.00 2,376.61-
      2.376.61-
                    0.00
                                    14,347.82- NEW PRINCIPAL/ESCROW BALANCES
02-05-10 00-00
                630 ATTORNEY ADVANCE DISBURSEMENT
       440.00
                    0.00
                               0.00
                                         0.00
                173 PAYMENT
02-01-10 01-09
      4.847.80
                               0.00
                                        0.00 4.847.80
                    0.00
01-19-10 00-00
                631 PROPERTY PRESERVATION DISBURSEMENT
        10.50
                    0.00
                               0.00
                                        0.00
01-11-10 01-09
                161 ESCROW ADVANCE
                                         5.00
          5.00
                    0.00
                               0.00
01-11-10 08-09
                     TAX DISBURSEMENT
                317
          5.00-
                    0.00
                               0.00
                                         5.00-
                                    11,971.21- NEW PRINCIPAL/ESCROW BALANCES
12-22-09 00-00
                631 PROPERTY PRESERVATION DISBURSEMENT
         10.50
                    0.00
                               0.00
                                         0.00
11-30-09 00-00
                601 MISC. CORPORATE DISBURSEMENT
          7.00
                    0.00
                               0.00
                                     0.00
11-23-09 00-00
                631 PROPERTY PRESERVATION DISBURSEMENT
         10.50
                    0.00
                               0.00
                                         0.00
                   THANK YOU FOR YOUR RECENT INQUIRY
                  PER YOUR REQUEST, HOMEQ SERVICING
                  HAS REVIEWED YOUR PAYMENT HISTORY.
P6931-45C
                    CUSTOMER ACCOUNT ACTIVITY STATEMENT
                                                                DATE 08/23/10
REQ BY STAT082010
                                                                      PAGE 03
MICHAEL A JAMES
LOAN NUMBER: 0411212442
                  ACTIVITY FOR PERIOD 09-01-08 - 08-23-10
PROCESS
          DUE
                TRANSACTION
                                      TRANSACTION
                                                              EFFECTIVE DATE
 DATE
          DATE
                CODE
                                     DESCRIPTION
                                                             OF TRANSACTION
                PRIN PD/ ESCROW PD/ -----OTHER-----BALANCE INTEREST BALANCE AMOUNT CODE/DESCRIPTION
    TRANSACTION
     AMOUNT
11-12-09 01-09 161 ESCROW ADVANCE
                0.00 0.00 312 TAX DISBURSEMENT
                                    1,873.10
      1,873.10
11-12-09 08-09
      1,873.10-
                    0.00
                               0.00 1,873.10-
                                    11,966.21- NEW PRINCIPAL/ESCROW BALANCES
                                      Page 2
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6124-JAMES_Payment History.txt
                631 PROPERTY PRESERVATION DISBURSEMENT
10-21-09 00-00
        10.50
                    0.00
                               0.00
                                         0.00
10-06-09 01-09
                173 PAYMENT
    13,517.58
                    0.00
                               0.00
                                         0.00 13,517.58
09-23-09 00-00
                601 MISC. CORPORATE DISBURSEMENT
         7.00
                    0.00
                               0.00
                                         0.00
09-22-09 00-00
                601 MISC. CORPORATE DISBURSEMENT
        95.00
                    0.00
                               0.00
                                         0.00
09-21-09
                631 PROPERTY PRESERVATION DISBURSEMENT
         00-00
        10.50
                    0.00
                               0.00
                                         0.00
09-16-09
         01-09
                152
                     LATE CHARGE ASSESSMENT
                              0.00
         0.00
                                         0.00
                    0.00
                                                 325.28-1 LATE CHARGES
08-21-09 00-00
                631 PROPERTY PRESERVATION DISBURSEMENT
        10.50
                    0.00
                               0.00
                                         0.00
08-17-09 01-09
                     LATE CHARGE ASSESSMENT
                                         0.00
         0.00
                    0.00
                               0.00
                                                 325.28-1 LATE CHARGES
08-03-09 00-00
                632
                     STATUTORY EXPENSE DISBURSEMENT
      1,227.00
                               0.00
                    0.00
                                         0.00
07-24-09 00-00
                631 PROPERTY PRESERVATION DISBURSEMENT
        10.50
                    0.00
                               0.00
                                         0.00
07-16-09
                152 LATE CHARGE ASSESSMENT
         01-09
         0.00
                    0.00
                               0.00
                                         0.00
                                                 325.28-1 LATE CHARGES
06-29-09
                631 PROPERTY PRESERVATION DISBURSEMENT
         00-00
        10.50
                    0.00
                               0.00
                                         0.00
06-16-09
                152
         01-09
                     LATE CHARGE ASSESSMENT
         0.00
                               0.00
                                         0.00
                    0.00
                                                 325.28-1 LATE CHARGES
05-28-09
         00-00
                631
                     PROPERTY PRESERVATION DISBURSEMENT
        10.50
                    0.00
                              0.00
                                         0.00
05-18-09
         01-09
                152 LATE CHARGE ASSESSMENT
                                         0.00
         0.00
                    0.00
                               0.00
                                                 325.28-1 LATE CHARGES
                   THANK YOU FOR YOUR RECENT INQUIRY
                  PER YOUR REQUEST, HOMEQ SERVICING
                  HAS REVIEWED YOUR PAYMENT HISTORY.
                                                                DATE 08/23/10
P6931-45C
                    CUSTOMER ACCOUNT ACTIVITY STATEMENT
REQ BY STAT082010
                                                                       PAGE 04
MICHAEL A JAMES
LOAN NUMBER: 0411212442
                  ACTIVITY FOR PERIOD 09-01-08 - 08-23-10
PROCESS
         DUE
                TRANSACTION
                                      TRANSACTION
                                                               EFFECTIVE DATE
 DATE
         DATE
                CODE
                                      DESCRIPTION
                                                              OF TRANSACTION
                                   ESCROW PD/ -----OTHER-----
   TRANSACTION PRIN PD/
                BALANCE
                           INTEREST BALANCE AMOUNT CODE/DESCRIPTION
     AMOUNT
05-15-09 00-00
                632 STATUTORY EXPENSE DISBURSEMENT
        525.00
                    0.00
                              0.00
                                         0.00
05-15-09 00-00
                630 ATTORNEY ADVANCE DISBURSEMENT
        330.00
                    0.00
                               0.00
                                         0.00
05-13-09
                 161 ESCROW ADVANCE
         01-09
      7,308.75
                    0.00
                               0.00 7,308.75
05-13-09 08-08
                 317
                     TAX DISBURSEMENT
          5.00-
                     0.00
                               0.00
                                         5.00-
                                    10,093.11-
                                                NEW PRINCIPAL/ESCROW BALANCES
05-13-09
          02-09
                 317 TAX DISBURSEMENT
          5.00-
                     0.00
                               0.00
                                         5.00-
                                    10,088.11-
                                                NEW PRINCIPAL/ESCROW BALANCES
05-13-09 05-09 316 TAX DISBURSEMENT
                               0.00 4,740.58-
      4,740.58-
                     0.00
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Page 3

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6124-JAMES_Payment History.txt
                                     10,083.11- NEW PRINCIPAL/ESCROW BALANCES
                316 TAX DISBURSEMENT
05-13-09 05-09
                               0.00 2,558.17-
      2,558.17-
                     0.00
                                      5,342.53- NEW PRINCIPAL/ESCROW BALANCES
04-27-09 00-00
                631 PROPERTY PRESERVATION DISBURSEMENT
                     0.00
         10.50
                                0.00
                                          0.00
04-16-09
         01-09
                152
                     LATE CHARGE ASSESSMENT
          0.00
                     0.00
                               0.00
                                          0.00
                                                  325.28-1 LATE CHARGES
         01-09
03-16-09
                152
                     LATE CHARGE ASSESSMENT
          0.00
                     0.00
                                0.00
                                          0.00
                                                  325.28-1 LATE CHARGES
                601
03-06-09
         00-00
                     MISC. CORPORATE DISBURSEMENT
         95.00
                     0.00
                                0.00
                                          0.00
02-27-09
         00-00
                 631
                     PROPERTY PRESERVATION DISBURSEMENT
         10.50
                     0.00
                                          0.00
                                0.00
02-17-09
         01-09
                     LATE CHARGE ASSESSMENT
                                          0.00
          0.00
                     0.00
                                0.00
                                                  325.28-1 LATE CHARGES
02-17-09
                601
                     MISC. CORPORATE DISBURSEMENT
         00-00
                                0.00
          7.48
                                          0.00
                     0.00
         01-09
01-16-09
                 152
                     LATE CHARGE ASSESSMENT
          0.00
                                          0.00
                     0.00
                                0.00
                                                  325.28-1 LATE CHARGES
                   THANK YOU FOR YOUR RECENT INQUIRY
                   PER YOUR REQUEST, HOMEQ SERVICING
                   HAS REVIEWED YOUR PAYMENT HISTORY.
P6931-45C
                    CUSTOMER ACCOUNT ACTIVITY STATEMENT
                                                                  DATE 08/23/10
REQ BY STAT082010
                                                                        PAGE 05
MICHAEL A JAMES
LOAN NUMBER: 0411212442
                   ACTIVITY FOR PERIOD 09-01-08 - 08-23-10
                                                                EFFECTIVE DATE
PROCESS
          DUE
                 TRANSACTION
                                       TRANSACTION
                 CODE
                                       DESCRIPTION
                                                                OF TRANSACTION
 DATE
          DATE
    TRANSACTION PRIN PD/
                                     ESCROW PD/ ------OTHER-----
                            INTEREST BALANCE
      AMOUNT
                 BALANCE
                                                AMOUNT CODE/DESCRIPTION
12-31-08
         01-09 173 PAYMENT
                                0.00
                                          0.00
                                                    7.50 Z IVR PAYMENTS
          7.50
                     0.00
12-31-08
          12-08
                 168 REPAY OF ESCROW ADVANCE
                    0.00
                                0.00
                                        253.12-
                                                  253.12
          0.00
12-31-08
         12-08
                 172 PAYMENT
                   554.17
      6,758.79
                           5,951.50
                                        253.12
               844,629.48
                                      2,784.36-
                                                 NEW PRINCIPAL/ESCROW BALANCES
12-01-08
          12-08
                173 PAYMENT
          7.50
                                          0.00
                     0.00
                                0.00
                                                    7.50 Z IVR PAYMENTS
12-01-08 11-08
                 172 PAYMENT
               550.29
845,183.65
                            5,955.38
      6,505.67
                                          0.00
                                                 NEW PRINCIPAL/ESCROW BALANCES
          11-08
11-25-08
                 168
                     REPAY OF ESCROW ADVANCE
          0.00
                     0.00
                                0.00 8,883.52- 8,883.52
11-25-08 11-08
                 163 HAZARD INS REFUND DEPOSIT
      8,883.52
                     0.00
                                0.00 8,883.52
                                      3,037.48~
                                                 NEW PRINCIPAL/ESCROW BALANCES
11-03-08 11-08
                173 PAYMENT
                                0.00
          7.50
                    0.00
                                          0.00
                                                    7.50 Z IVR PAYMENTS
11-03-08 10-08
                 172 PAYMENT
                  546.45
      6,505.67
                            5,959.22
                                          0.00
               845,733.94
                                                 NEW PRINCIPAL/ESCROW BALANCES
10-20-08 10-08 161 ESCROW ADVANCE
                                0.00 11,921.00
     11,921.00
                     0.00
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Page 4

6124-JAMES_Payment History.txt 10-20-08 08-08 351 HAZARD INS DISBURSEMENT 0.00 11,921.00-11,921.00-11,921.00-0.00 NEW PRINCIPAL/ESCROW BALANCES 10-16-08 10-08 152 LATE CHARGE ASSESSMENT 0.00 0.00 0.00 0.00 325.28-1 LATE CHARGES 09-30-08 10-08 173 **PAYMENT** 7.50 0.00 0.00 0.00 7.50 Z IVR PAYMENTS 09-30-08 09-08 172 PAYMENT 6,505.67 542.62 5,963.05 0.00 846,280.39 NEW PRINCIPAL/ESCROW BALANCES 7 THANK YOU FOR YOUR RECENT INQUIRY

PER YOUR REQUEST, HOMEQ SERVICING HAS REVIEWED YOUR PAYMENT HISTORY.

P6931-45C CUSTOMER ACCOUNT ACTIVITY STATEMENT DATE 08/23/10 PAGE 06

MICHAEL A JAMES

LOAN NUMBER: 0411212442

PROCESS DATE	DUE DATE	ACTIVITY TRANSACTION CODE		D 09-01-08 TRANSACTI DESCRIPTI		EFFECTIVE DATE OF TRANSACTION
	ACTION OUNT	PRIN PD/ BALANCE				OTHERODE/DESCRIPTION
09-03-08	09-08 0.00	173 PAYMEN 0.00	O.00	0.00	325.28 1 325.28-	LATE CHARGES
09-02-08	7.50	173 PAYMEN 0.00 172 PAYMEN	0.00	0.00	7.50 Z	IVR PAYMENTS
	30.95	538.83 346,823.01	5,966.84	0.00 R RECENT IN		IPAL/ESCROW BALANCES

PER YOUR REQUEST, HOMEQ SERVICING HAS REVIEWED YOUR PAYMENT HISTORY.