

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 v. ) Case No.13-cv-1737  
 )  
 WILLIAM P. BUTCHER AS SPECIAL )  
 REPRESENTATIVE OF THE ESTATE )  
 OF ELIZABETH COLE; UNKNOWN ) Judge: Edmond E. Chang  
 HEIRS AND LEGATEES OF ELIZABETH )  
 COLE; STONEGATE CONDOMINIUM )  
 ASSOCIATION; RICHARD COLE; ) Designated Magistrate: Arlander  
 UNKNOWN OWNERS AND NON- ) Keys  
 RECORD CLAIMANTS, )  
 )  
 Defendants. )

**AFFIDAVIT OF PROVE-UP PURSUANT TO 735 ILCS 5/15-1506**

STATE OF TEXAS )  
 ) SS:  
 COUNTY OF DALLAS )

I, the undersigned, being duly sworn, depose and state the following:

1. I am an employee of Deval LLC (“Deval”). Deval is an independent contractor for the United States Department of Housing and Urban Development (“HUD”)’s Single Family Housing division named the National Servicing Center (“NSC”). Deval, as an independent contractor, manages the day to day loan servicing of the accounts held by the programs under HUD’s NSC by virtue of its contract and delegation of authority set forth by the Secretary of the U.S. Department of Housing and Urban Development. In the capacity of my employment, I work with the loans executed

under the Home Equity Conversion Mortgage (“HECM”) loan program. I have full access to all program and account information, and to servicing of said loans in favor of HUD, including the single family HECM mortgages like that made by the “Notemaker”: Elizabeth Cole, a widow.

2. Within the scope of my employment, I am authorized to have access to records of all loan documents and loan payment histories for the HECM program, including the stated Notemaker.

3. Further, within the scope of my employment with Deval, I am employed as the Contract Manager for the independent contractor, under the direction of HUD’s NSC Department who oversees the HECM loan program. Deval, as an independent contractor, manages the day to day loan servicing for the accounts held by the programs under the National Servicing Center. I am a direct contact for Deval with HUD on the HECM loan program and its accounts.

4. I am familiar with all aspects regarding the HECM loan program and how the accounts are handled, from the beginning of the execution of the note and mortgage and/or deed of trust to the closing of the account. This program is regulated and set forth in 24 CFR Part 206, et seq. The purpose of this program is set forth in 24 CFR §206.1, and as “. . .set out in section 255(a) of the National Housing Act, Public Law 73 - 479, 48 STAT. 1246 (12 U.S.C. 1715z-20).”

5. I declare that the Notemaker, prior to the execution of the note and mortgage, as set out in the program and its guidelines, was required to be duly advised and counseled regarding the United States’ Home Equity Conversion Mortgage (“HECM”) loan program, which is regulated and set forth in 24 CFR Part 206, et seq.,

and as “. . . set out in section 255(a) of the National Housing Act, Public Law 73 - 479, 48 STAT. 1246 (12 U.S.C. 1715z-20)”, and all subsequent handbooks (4330.1 REV-5), being further regulated by all subsequent mortgagee letters as issued and set forth by the Secretary of the Department of Housing and Urban Development.

6. I am over 18 years of age.

7. That I am competent to testify; that the facts herein are based upon my personal knowledge except as to those matters stated to be upon information and belief and as to those matters I believe them to be true and that if called to testify, I would testify in accordance with the facts herein set forth.

8. That my capacity as authorized executor of this Affidavit, as set forth hereinabove, and consistent with that capacity, I have reviewed (i) the Note (the “Note”) made the subject of Plaintiff’s Complaint; (ii) the Mortgages (the “Mortgage”) made the subject of Plaintiff’s Complaint; (iii) relevant loan closing documentation obtained in connection with the execution and delivery of the Note and the Mortgage; and (iv) the Plaintiff’s books and records pertaining to the Note and Mortgage and, based on the foregoing review, I state as follows:

- A. That on January 27, 1997, ELIZABETH COLE, for value received, executed and delivered a Note to the BERKSHIRE MORTGAGE CORPORATION (**hereinafter referred to as the “Note” and attached hereto as Exhibit “A”**).
- B. That on January 27, 1997 ELIZABETH COLE, a widow, for value received, executed and delivered a Mortgage to BERKSHIRE MORTGAGE CORPORATION (**hereinafter referred to as the “Mortgage” and attached hereto as Exhibit “B”**).
- C. The Mortgage was recorded with the Recorder of Cook County, Illinois, on February 5, 1997, as Doc. No. 97-084584.

- D. This Mortgage was conveyed, transferred and assigned from Berkshire Mortgage Corporation to WENDOVER FUNDING, INC. by recorded document filed in the appropriate real estate records of Cook County, IL, on February 5, 1997, under Document No. 97-084585 (**attached hereto as Exhibit "C"**).
- E. The Mortgage was then conveyed, transferred, and assigned from Wendover Financial Services Corporation, formerly known as Wendover Funding, Inc. to HUD by recorded document filed in the appropriate real estate records of Cook County, IL, on December 19, 2013, under Document No. 0335316125 (**attached hereto as Exhibit "D"**).
- G. The Defendant/Notemaker, Elizabeth Cole, defaulted under the terms of the Mortgage and the amount owed under the Note was accelerated upon the death of the Defendant/Notemaker on December 17, 2004, as outlined in the Complaint at paragraph 7 and in the Affidavit of Account at paragraph 12.
- H. As of **July 31, 2013**, there was due and owing to the Plaintiff the following sums, plus attorney's fees, title expenses, and court costs:

|     |  |             |
|-----|--|-------------|
| (a) | Principal  | \$58,482.65 |
| (b) | Interest accrued in accordance with adjustable rate note/mortgage/rider: initial signing rate of 6.81% per annum and adjustable thereafter per the note ¶5 with current rate of 1.320% also set forth as \$5.65 per diem | \$41,732.05 |
| (c) | Service fees: set forth in HUD handbook 4330.1 (13-15)   | \$6,000.00  |
| (d) | MIP: advances for tax payments & insurance set forth in 24 CFR 206.27 & 206.103 et seq. and HUD handbook 4330.1 (13014) et seq.  | \$7,051.73  |

**TOTAL MORTGAGE AMOUNT DUE AS OF 07/31/2013:                    \$113,266.43**

|  |                   |
|--|-------------------|
| <b>(e) Fees &amp; costs of suit:</b>                         |                   |
| (i) Filing cost of Summons and Complaint<br>for Foreclosure: | \$0.00,           |
| (ii) Costs for service of Process on<br>Defendants:          | \$195.00,         |
| (iii) Publication Costs:                                     | \$180.00,         |
| (iv) Recording/Certification Costs:                          | \$52.00,          |
| (v) Title Commitment Costs:                                  | \$350.00,         |
| (vi) Special Representative Fee:                             | \$500.00          |
| (vii) Judicial Foreclosure Attorney Fees:                    | \$432.00,         |
| <b>Total fees &amp; costs of suit:</b>                       | <b>\$1,709.00</b> |
| <b>(f) Suspense Balance:</b>                                 | <b>(\$0.00)</b>   |

**TOTAL BALANCE, FOR MORTGAGE ACCOUNT AND SUIT:**

**DUE AS OF JULY 31, 2013:                    \$ 114,975.43**

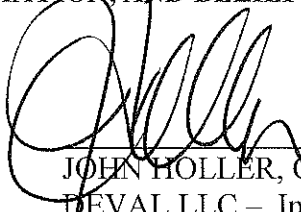
F. Plaintiff is entitled to accrued interest at the rate set forth in the Note, to the date of Judgment, at the rate of \$5.65 per diem.

9. Defendant(s) are not known by Affiant to be infants, incompetent or in the military service.

10. This affidavit is made in support of a Judgment of Foreclosure and Sale in favor of Plaintiff.

FURTHER AFFIANT SAYETH NOT.

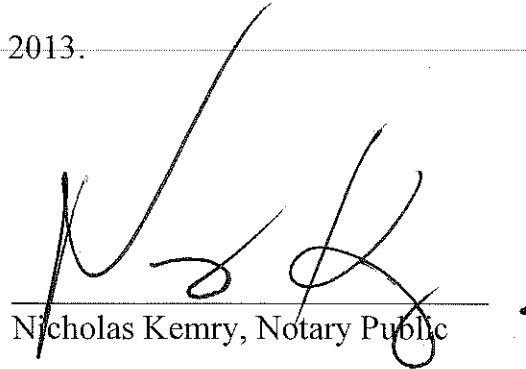
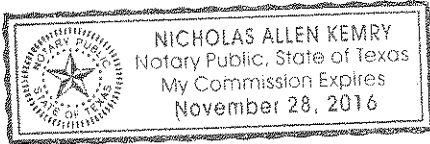
I AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.



JOHN HOLLER, Contract Manager  
DEVAL LLC – Independent Contractor for:  
U.S. Department of Housing and Urban Development

Sworn to before me this 10<sup>th</sup> day of July, 2013.

My Commission Expires:



Nicholas Kemry, Notary Public

Exhibit "A" – Promissory Note

**ADJUSTABLE RATE NOTE  
(HOME EQUITY CONVERSION)**

FHA Cas

JANUARY 27, 1997

9540 SOUTH MAYFIELD #212, OAK LAWN, ILLINOIS 60453  
(Property Address)

**1. DEFINITIONS**

"Borrower" means each person signing at the end of this Note. "Lender" means BERKSHIRE MORTGAGE CORPORATION and its successors and assigns. "Secretary" means the Secretary of Housing and Urban Development or his or her authorized representatives.

**2. BORROWER'S PROMISE TO PAY; INTEREST**

In return for amounts to be advanced by Lender to or for the benefit of Borrower under the terms of a Home Equity Conversion Loan Agreement dated JANUARY 27, 1997 ("Loan Agreement"), Borrower promises to pay to the order of Lender a principal amount equal to the sum of all Loan Advances made under the Loan Agreement with interest. All amounts advanced by Lender, plus interest, if not paid earlier, are due and payable on MARCH 25, 2069. Interest will be charged on unpaid principal at the rate of SIX AND 810/1000 percent ( 6.8100 %) per year until the full amount of principal has been paid. The interest rate may change in accordance with Paragraph 5 of this Note. Accrued interest shall be added to the principal balance as a Loan Advance at the end of each month.

**3. PROMISE TO PAY SECURED**

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." That Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

**4. MANNER OF PAYMENT**

**(A) Time**

Borrower shall pay all outstanding principal and accrued interest to Lender upon receipt of a notice by Lender requiring immediate payment in full, as provided in Paragraph 7 of this Note.

**(B) Place**

Payment shall be made at BERKSHIRE MORTGAGE CORPORATION, 901 NORTH ELM STREET, HINSDALE, ILLINOIS 60521 or any such other place as Lender may designate in writing by notice to Borrower.

**(C) Limitation of Liability**

Borrower shall have no personal liability for payment of the debt. Lender shall enforce the debt only through sale of the Property covered by the Security Instrument ("Property"). If this Note is assigned to the Secretary, the Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

**5. INTEREST RATE CHANGES**

**(A) Change Date**

The interest rate may change on the first day of MARCH, 1997, and on  that day of each succeeding year  the first day of each succeeding month. "Change Date" means each date on which the interest rate could change.

**(B) The Index**

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

**(C) Calculation of Interest Rate Changes**

Before each Change Date, Lender will calculate a new interest rate by adding a margin of ONE AND 200/1000 percentage points ( 1.20000 %) to the current Index. Subject to the limit stated in Paragraph 5(D) of this Note, the amount will be the new interest rate until the next Change Date.

**(D) Limits on Interest Rate Changes**

The interest rate will never increase or decrease by more than two percentage points (2.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.  
 The interest rate will never increase above SIXTEEN AND 810/1000 percent ( 16.81000 %).

**(E) Notice of Changes**

Lender will give notice to Borrower of any change in the interest rate. The notice must be given at least 25 days before the new interest rate takes effect, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the Current Index and the date it was published, (vi) the method of calculating the adjusted interest rate, and (vii) any other information which may be required by law from time to time.

**(F) Effective Date of Changes**

A new interest rate calculated in accordance with paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date, unless the Change Date occurs less than 25 days after Lender has given the required notice. If the interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note decreased, but Lender failed to give timely notice of decrease and applied a higher rate than the rate which should have been stated in a timely notice, then Lender shall recalculate the principal balance owed under this Note so it does not reflect any excessive interest.



## 6. BORROWER'S RIGHT TO PREPAY

A Borrower receiving monthly payments under the Loan Agreement has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty on the first day of any month. Otherwise, a Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty after giving Lender two weeks notice. Any amount of debt prepaid will first be applied to reduce the principal balance of the Second Note described in Paragraph 11 of this Note and then to reduce the principal balance of this Note.

All prepayments of the principal balance shall be applied by Lender as follows:

First, to that portion of the principal balance representing aggregate payments for mortgage insurance premiums;

Second, to that portion of the principal balance representing aggregate payments for servicing fees;

Third, to that portion of the principal balance representing accrued interest due under the Note; and

Fourth, to the remaining portion of the principal balance. A Borrower may specify whether a prepayment is to be credited to that portion of the principal balance monthly payments or the line of credit. If Borrower does not designate which portion of the principal balance is to be prepaid, Lender shall apply any partial prepayments to an existing line of credit or create a new line of credit.

## 7. IMMEDIATE PAYMENT IN FULL

### (A) Death or Sale

Lender may require immediate payment in full of all outstanding principal and accrued interest if:

(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower, or

(ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower (or retaining a beneficial interest in a trust with such an interest in the Property).

### (B) Other Grounds

Lender may require immediate payment in full of all outstanding principal and accrued interest, upon approval by an authorized representative of the Secretary, if:

(i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower;

(ii) For a period of longer than 12 consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(iii) An obligation of the Borrower under the Security Instrument is not performed.

### (C) Payment of Costs and Expenses

If Lender has required immediate payment in full as described above, the debt enforced through sale of the Property may include costs and expenses, including reasonable and customary attorneys' fees, associated with enforcement of this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

### (D) Trusts

Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph.

## 8. WAIVERS

Borrower waives the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

## 9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

## 10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note only through sale of the Property.

## 11. RELATIONSHIP TO SECOND NOTE

### (A) Second Note

Because Borrower will be required to repay amounts which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to grant Second Note to the Secretary.

### (B) Relationship of Secretary Payments to this Note

Payments made by the Secretary shall not be included in the debt due under this Note unless:

(i) This Note is assigned to the Secretary; or

(ii) The Secretary accepts reimbursements by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, shall be included in the debt.

**(C) Effect on Borrower**

Where there is no assignment or reimbursement as described in (B)(i) or (ii), and the Secretary or Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under this Note until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note held by the Secretary, notwithstanding anything to the contrary in Paragraph 7 of this Note; or
- (ii) Be obligated to pay interest or shared appreciation under this Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance of this Note, notwithstanding anything to the contrary in Paragraphs 2 or 5 of this Note or any Allonge to this Note.

**12. SHARED APPRECIATION**

If Borrower has executed a Shared Appreciation Allonge, the covenants of the Allonge shall be incorporated into and supplement the covenants of this Note as if the Allonge were a part of this Note.

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

Elizabeth Cole  
ELIZABETH COLE

[Seal]  
-Borrower

[Seal]  
-Borrower

PAY WITHOUT RECOURSE TO THE ORDER OF  
WENDOVER FUNDING, INC.  
BY Catherine M. Golz  
CATHERINE M. GOLZ, EXECUTIVE VICE-PRESIDENT  
BERKSHIRE MORTGAGE CORPORATION

All right, title and interest of the undersigned to the within credit instrument is hereby assigned to the Secretary of Housing and Urban Development of Washington, D.C., his/her successors and assigns, this 16 day of December, 2007.

WENDOVER FINANCIAL SERVICES CORPORATION  
BY: William A. [Signature]

Exhibit "B" – Mortgage

97084584

DEPT-01 RECORDING 833.0  
T50010 TRAN 7212 02/05/97 12:28:00  
4521 3 CL \* - 97-08458  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

State of Illinois

**ADJUSTABLE RATE** FHA Case No  
**HOME EQUITY CONVERSION MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on JANUARY 27, 1997. The mortgagor is ELIZABETH COLE, A WIDOW

whose address is 9540 SOUTH MAYFIELD #212  
OAK LAWN, ILLINOIS 60453  
BERKSHIRE MORTGAGE CORPORATION

("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 901 NORTH ELM STREET, HINSDALE, ILLINOIS 60521 ("Lender").

Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender:

(a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of NINETY SIX THOUSAND AND 00/100

(U.S. \$ 96,000.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on MARCH 25, 2069. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to Lender the following described property located in

COOK County, Illinois:  
UNIT 2125 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS  
IN STONEGATE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS  
DOCUMENT NO. 25375894, IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE  
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. TAX ID  
#24-08-224-008-1067

which has the address of 9540 SOUTH MAYFIELD #212

OAK LAWN  
{City}

ILLINOIS  
{State}

{Street}

60453  
{Zip Code}

("Property Address");

*E.P.*

FOUR-FIVE-NINE

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, 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 COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered. 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 and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

**2. Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

**3. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and to Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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

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

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

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*EL*

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

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. **Inspection.** Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Due and Payable.** Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(b) **Due and Payable with Secretary Approval.** Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (ii) For a period of longer than (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

(c) **Notice to Lender.** Borrower shall notify Lender whenever any of the events listed in this Paragraph (a) (ii) or (b) occur.

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**(d) Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower when the loan becomes due and payable under Paragraph 9 (a) (ii) or (b). Lender shall not have the right to commence foreclosure until Borrower has had 30 days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

**(e) Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

**(f) Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to SIXTY DAYS from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

**11. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

**12. Lien Status.**

**(a) Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

**(b) Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

*EC*

(c) **Prior Liens.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 30 days of the giving of notice.

**13. Relationship to Second Security Instrument.**

(a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

(i) This Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary. If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

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

(i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

**14. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**15. Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

**16. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

**17. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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



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

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

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

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

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

**20. Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**21. Adjustable Rate Feature.** Under the Note, the initial stated interest rate of 6.8100 % which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board in Statistical Release H.15 (519) ("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of MARCH, 1997, and on  that day of each succeeding year  the first day of each succeeding month ("Change Date") until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

(Annually Adjusting Variable Rate Feature) The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Interest Rate.

(Monthly Adjusting Variable Rate Feature) The Calculated Interest Rate will never increase above SIXTEEN AND 810/1000 percent ( 16.81000 %).

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

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

44-200-10

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

- Condominium Rider
- Shared Appreciation Rider
- Planned Unit Development Rider
- Other (Specify)

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Elizabeth Cole (Seal)  
ELIZABETH COLE -Borrower

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Seal)  
-Borrower

[ Space Below This Line For Acknowledgment ]

STATE OF ILLINOIS

COOK

County ss:

I, the undersigned  
ELIZABETH COLE, A WIDOW

, a Notary Public, certify that

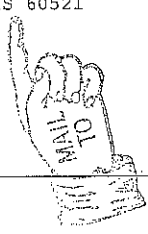
personally known to me to be the same person whose name(s) IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that SHE signed and delivered the instrument as HER free and voluntary act, for the uses and purposes therein set forth.

Dated JANUARY 27, 1997

RECORD AND RETURN TO:  
BERKSHIRE MORTGAGE CORPORATION  
901 NORTH ELM STREET  
HINSDALE, ILLINOIS 60521

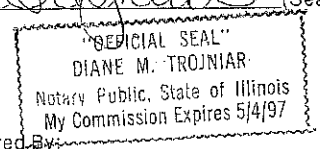
Mail to:

(Recorder's Box # \_\_\_\_\_)



Diane M. Trojniar (Seal)

Name:  
Title:



This Document Prepared By:  
Name: BERKSHIRE MORTGAGE CORPORATION  
Address: 901 NORTH ELM STREET  
HINSDALE, ILLINOIS 60521,

**CONDOMINIUM RIDER**  
**(Home Equity Conversion Mortgage)**

THIS CONDOMINIUM RIDER is made this 27<sup>TH</sup> day of JANUARY, 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to BERKSHIRE MORTGAGE CORPORATION ("Lender") of the same date and covering the Property described in the Security Instrument and located at:  
9540 SOUTH MAYFIELD #212, OAK LAWN, ILLINOIS 60453  
[Property Address]


The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:  
STONEGATE CONDOMINIUM  
[Name of Condominium Project]

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

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

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender or the Secretary require, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the payment of the premium for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 3 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the Condominium Project.
- C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate.

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

  
ELIZABETH COLE (SEAL)  
Borrower

\_\_\_\_\_  
(SEAL)  
Borrower

Exhibit "C" – Conveyance, Transfer, and Assignment of Mortgage from Berkshire Mortgage Corporation to WENDOVER FUNDING, INC. by recorded document filed with the appropriate real estate records of Cook County, IL, on February 05, 1997, under document number: CJ \*-97-084585.

Berkshire Mortgage Corporation  
901 N. Elm Street  
Hinsdale, Illinois 60521-3632

97084585

DEPT-01 RECORDING \$23.  
T#0010 TRAN 7212 02/05/97 12:28:00  
44522 + C J \* - 97 - 084585!  
COOK COUNTY RECORDER

ASSIGNMENT OF MORTGAGE

For value received, BERKSHIRE MORTGAGE CORPORATION, an Illinois corporation hereby assigns and transfers to Wendover Funding, Inc.

its successors and/or assigns all its rights, title and interest in a certain mortgage executed by:  
Elizabeth Cole, a widow  
to BERKSHIRE MORTGAGE CORPORATION dated  
January 27, 1997

and recorded as document number:

97084584

Signed this 27 day of January

1996

BERKSHIRE MORTGAGE CORPORATION

Richard Golz, President

\*\*\*\*\*

STATE OF ILLINOIS )  
COUNTY OF COOK )

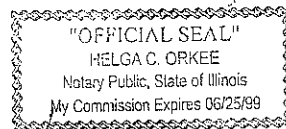
Witness my hand and seal the day and year last above written.

On this 27 day of January, 1996

Before me, a notary public for the county and state aforesaid, appeared Richard Golz personally known to me, and he did state that he was the President of BERKSHIRE MORTGAGE CORPORATION, the seal affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and that he signed his name thereto in like order to execute the free act and deed of said corporation.

This instrument prepared by: Kristine E. McCann

1 of 2



Helga C. Orkee  
NOTARY PUBLIC

2330  
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97084585

97084585

Exhibit "D" – Conveyance, Transfer, and Assignment of Mortgage from Wendover Financial Services Corporation, formerly known as Wendover Funding, Incorporated, to HUD by recorded document filed with the appropriate real estate records of Cook County, IL, on December 19, 2003, under Document No: 0335316125.



Doc#: 0335316125  
Eugene "Gene" Moore Fee: \$46.50  
Cook County Recorder of Deeds  
Date: 12/19/2003 02:52 PM Pg: 1 of 2

Prepared By: Joanne Magley  
Record and Return to:  
Wendover Financial Services Corp.  
Attn: Joanne Magley  
725 N. Regional Road  
Greensboro, NC 27409

FHA #: 1318579326,  
RMS #: 138073,  
Borrower: Elizabeth Cole,

ASSIGNMENT OF MORTGAGE.

Know All persons by these presents, that the undersigned for and in consideration of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid, Assignor: Wendover Financial Services Corporation, formerly known as Wendover Funding, Incorporated, whose address is: 725 N. Regional Road, Greensboro, NC 27409, does hereby assign to: Secretary of Housing and Urban Development, whose address is: 451 7TH Street SW, Washington, DC 20410, its successors and assigns a certain Mortgage, in the original principal sum of: \$96,000.00, executed and delivered by the trustor grantor mortgagor: ELIZABETH COLE, A WIDOW, whose address is: 9540 SOUTH MAYFIELD #212, OAK LAWN, ILLINOIS 60453, given to: BERKSHIRE MORTGAGE CORPORATION, with the date of the: 27TH day of January, 1997, together with a NOTE and indebtedness therein mentioned, said Mortgage being recorded on the: 5TH day of February, 1997, referenced as/in Instrument No. 97084584, in the office of the County Recorder of Deeds, located in: Cook County, in the state of Illinois; and said Mortgage, being assigned to: Wendover Financial Services Corporation, formerly known as Wendover Funding, Incorporated, by instrument recorded on the: 5TH day of February, 1997, referenced as/in Instrument No. 97084585, in the office of the County Recorder of Deeds, located in: Cook County, in the state of Illinois. This Assignment is made without recourse or warranty, except that the undersigned hereby warrants that:

*Handwritten initials and signature*

- a. No act or omission of the undersigned has impaired the validity and priority of the said security instrument.
- b. The security instrument is a good and valid first lien and is prior to all mechanics' and material men's liens filed of record regardless of when such liens attached, and prior to all liens, encumbrances, or defects, which may arise, except such liens or other matters as have been approved by assignee here under;
- c. This is in the original principal sum of: \$96,000.00, dollars together with the, interest from the date of the: 27TH day of January, 1997, at the principal rate of: 6.8100% per annum, computed as provided in the credit instrument, is actually due and owing under the said credit instruments;

The undersigned has a good right to assign the said security as described in Legal Description attached hereto and made a part hereof, signed, sealed and delivered 16 day of December, 2003.

(2) WITNESSES:

Assignor: Wendover Financial Services Corporation, formerly known as Wendover Funding, Incorporated,

*Handwritten signatures of witnesses*  
STATE OF NC

By: Deborah C. Pitts  
Print Name: Deborah C. Pitts  
Title: Vice President

COUNTY OF Guilford

On this 16 day of December, 2003 before me, the subscriber, a Notary Public in and for said county, personally appeared Deborah C. Pitts to me personally known, who being by me duly sworn, did say that she/he is the Vice President of Assignor: Wendover Financial Services Corporation, formerly known as Wendover Funding, Incorporated, and the said instrument was signed on behalf of said corporation, by authority of its board of directors, and she acknowledges said instrument to be the free act and deed of said corporation.

Debra S. Barrick  
Notary Public  
My Commission Expires: 5/5/08

EXHIBIT "A" TO ASSIGNMENT OF MORTGAGE.  
Dated the 11<sup>TH</sup> day of December, 2003

BY AND BETWEEN

Assignor: Wendover Financial Services Corporation, formerly known as Wendover Funding, Incorporated,  
AND

Assignee: Secretary of Housing and Urban Development,

Legal Description:

UNIT 2125 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS  
IN STONEGATE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED  
AS DOCUMENT NO. 25375894, IN THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 37 NORTH, RANGE  
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
TAX ID #24-08-224-008-1067.