

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

Case No.: 3:09-bk-07047-JAF
Chapter 11

IN RE:
TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.
Debtor.

**MORTGAGE FIRST LLC'S
MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

(351 Clarendon Lane, Bolingbrook, IL 60440)

(*Nunc Pro Tunc* Relief Requested)

COMES NOW, Mortgage First, LLC (“Movant”), by and through its undersigned attorney and pursuant to 11 U.S.C. § 362 (d) and Rule 4001(a) of the Federal Rules of Bankruptcy Procedure, files this Motion for Relief from the Automatic Stay *nunc pro tunc* to August 24, 2009, to allow the Movant to validate its Final Judgment of Foreclosure, and shows the court:

1. Debtor filed a voluntary Chapter 11 petition on August 24, 2009 (D.E.#1).
2. Movant’s interest in the property is by virtue of a first mortgage with Jack L. Huff and Donna J. Huff for the real property as listed below from Fifth Third Bank, the predecessor in interest to Movant, dated December 30, 2005. Said Mortgage was recorded on February 22, 2006 in Official Records document # 2006030950 in the public records of Will County, Illinois. True and correct copies of the Note and Mortgage are attached hereto as Exhibits “A” and “B.”
3. Movant is a holder of the first mortgage on certain real property in Will County, Illinois described as: 351 Clarendon Lane, Bolingbrook, IL 60440. The legal description for the property is:

**LOT 87 IN LAKEWOOD RIDGE UNIT 1, BEING A
SUBDIVISION OF THAT PART OF SECTION 9, LYING
SOUTHERLY OF THE INDIAN BOUNDARY LINE, ALL IN
TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
THEREOF RECORDED MARCH 22, 2002 AS DOCUMENT**

**NUMBER R2002-050730 AND AMENDED BY
CERTIFICATE OF CORRECTION RECORDED MAY 21,
2002 AS DOCUMENT NUMBER R2002-084623, IN THE
VILLAGE OF BOLINGBROOK, WILL COUNTY,
ILLINOIS.**

4. The Debtor may have an interest in the property pursuant to a Mortgage recorded on April 13, 2006 in Official Records document #2006061411 in the public records of Will County Illinois. See Exhibit "C."

5. Any interest the Debtor has in the Property is subordinate to Movant's interest.

6. The Borrowers defaulted under the Note and Mortgage when they failed to make the payment due on March 1, 2008. Movant is owed a principal balance of \$54,434.18. The per diem is \$8.20. See attached Exhibit "D."

7. On or about December 22, 2007 the Movant filed an action for foreclosure in the Circuit Court of 12th Judicial Circuit; Will County, Illinois (Case # 08 CH 5893). An amended complaint, adding the Debtor as a defendant, was filed post-petition on September 22, 2009. On November 10, 2009, a Final Judgment of Mortgage Foreclosure (the "Judgment") was entered, post-petition. The Movant was unaware that Debtor had sought protection under Chapter 11.

8. Movant is entitled to relief from the automatic stay under 11 U.S.C. §362(d)(1). Movant's interests under the subject loan documents are not being adequately protected. Movant's security interest in the subject property is being significantly jeopardized by Borrower's failure to make regular payments under the loan documents while Movant is prohibited from pursuing lawful remedies to protect such security interest.

9. Relief from the Automatic Stay is needed because the Debtor is a necessary party to the foreclosure action since it appears to hold a lien junior to that of the Movant.

10. Movant respectfully requests that the automatic stay be lifted in favor of Movant, *nunc pro tunc* to the date of the Chapter 11 petition, August 24, 2009, so that so that Movant is not forced to incur the additional expense and so that the Final Judgment, which was entered post-petition, will not be null and void and so Movant can continue the state court Foreclosure Action through post-judgment proceedings.

11. Granting relief from the automatic stay to Movant *nunc pro tunc* to August 24, 2009 will not result in the Debtor or the estate suffering any prejudice. *See In re IBI Sec. Serv., Inc.*, 158 B.R. 1, 3 (Bankr. E.D.N.Y. 1993) (relief from stay granted *nunc pro tunc* to date of

filing state court complaint against debtor where it was determined that debtor would not suffer any prejudice and where debtor did not contest the motion); *see also In re Bresler*, 119 B.R. 400 (Bankr. E.D.N.Y. 1990) (granting relief from stay *nunc pro tunc* to validate a foreclosure sale conducted one day after the bankruptcy filing).

12. Movant will be harmed, however, by having to incur additional expenses. In accordance with the loan documents, any such costs will only increase the amount needed to satisfy the indebtedness, which is to the Borrower's detriment if he is able to either reinstate or redeem prior to a foreclosure sale. Such costs will also reduce any equity available to junior lien holders.

13. Pursuant to 11 U.S.C. §362(e), Movant hereby requests that in the event a hearing is necessary, that said hearing be held within thirty (30) days.

14. Movant seeks the award of bankruptcy fees and costs in the amount of \$826.00 as a result of the necessity of filing this Motion. Movant's attorneys' fees and costs are recoverable as part of the debt pursuant to the loan documents; however, these fees and costs shall not be a personal liability of Debtor.

WHEREFORE, Movant respectfully requests that the automatic stay be lifted *nunc pro tunc* to August 24, 2009 so that Movant may be permitted to protect its security interest in Debtor's property outside of the bankruptcy forum, that in the event that a hearing is necessary on this Motion that it be held within thirty (30) days, that Debtor be required to pay Movant's attorneys' fees and costs incurred in filing this Motion, and for such further relief as the Court deems appropriate.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served to the parties on the attached mailing matrix either by electronic transmission or by United States First Class Mail this **29th day of May, 2012**.

VAN NESS LAW FIRM, P.A.
1239 E Newport Center Drive, Suite 110
Deerfield Beach, Florida 33442
Phone: (954) 571-2031
Fax: (954) 571-2033

By: / s / William E. Grantmyre Jr.
William E. Grantmyre Jr., Esq.
Florida Bar # 58721

MAILING MATRIX

CASE NUMBER: 3:09-bk-07047-JAF

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Elena L Escamilla

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Orlando, FL 32806

David L Gay

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Miami, FL 33131

FIFTH THIRD BANK

EQUITY FlexlineSM CREDIT AGREEMENT, SECURITY AGREEMENT and
FEDERAL TRUTH IN LENDING INITIAL DISCLOSUREJACK L. HUFF
NAME

Borrower

Equity Flexline ACCOUNT NUMBER

DONNA J. HUFF
NAME

Borrower

Secured Line Unsecured Line In consideration of the agreement by **FIFTH THIRD BANK (CHICAGO)**

(NAME OF LENDER)

(hereinafter referred to as the "Lender") to open a Equity Flexline Account ("Account") in the amount of \$ 55,000.00 whereby you (includes all borrowers jointly and severally) may receive periodic extensions of credit (loan advances) in minimum amounts of \$100.00 by writing a check or using an access card to draw an extension of credit on said Account, you hereby agree as follows:

FINANCE CHARGE

- When you desire an extension of credit hereunder, you will use an Equity Flexline check or access card supplied by the Lender, or transfer funds from the Account by other means acceptable to Lender. The amount of the advance will be no less than \$100.00 and no greater than the amount of credit available on your Account at that time. The Lender reserves the right to pay or refuse to pay any checks written for less than \$100.00 and in the event Lender pays such an advance, you agree to pay a fee of \$5.00. Upon Lender's request, you will surrender any Equity Flexline checks or access card in your possession.
 - All extensions of credit drawn on your Account, plus other charges and fees, insurance premiums, if applicable, and interest will be debited to your Account. You agree to pay back all such amounts as specified in paragraph 12.
 - You will promptly notify Lender in writing of any change of address, billing errors appearing on your monthly statement and of any loss or unauthorized use of your Equity Flexline checks or access card. Upon request of Lender, usually once a year, you agree to provide information on your current financial condition by completing a personal financial statement.
 - All payments will be credited promptly and in no event more than five days after receipt by Lender. Payments received prior to 2 p.m. at the Customer Service Department, 1000 E. 80TH PLACE N. TOWER MERRILLVILLE, IN 46410 will be credited to the account on that business day. (Address)
 - Lender reserves the right to refuse to honor any checks drawn on your Account which do not conform to the requirements of this Agreement. Lender may also refuse to honor a request for advance on your Account if to do so would cause the balance of your Account, according to Lender records, to exceed your credit limit in effect at that time. However, Lender at its discretion may honor such check or card advance, despite the fact it would cause your Account balance to exceed your credit limit. Should Lender so honor such a request which causes the Account balance to exceed your credit limit, such excess shall be unsecured.
 - A FINANCE CHARGE will be imposed from the date of posting of each advance on the daily balance of the Equity FlexLine account until payment in full is entered to your Account.
 - We calculate the FINANCE CHARGE on your Account by applying the ANNUAL PERCENTAGE RATE, figured on a daily basis, times the daily balance of your Account. To get the daily beginning balance of your Account each day, add new advances, and subtract any payments or credits and unpaid finance charges. The FINANCE CHARGE during each billing cycle will be the sum of the daily FINANCE CHARGES so calculated. The ANNUAL PERCENTAGE RATE corresponding to the periodic rate does not include any costs other than interest.
 - The ANNUAL PERCENTAGE RATE of your Equity Flexline Account will be a monthly variable rate expressed as the daily periodic rate equal to 1/365 of an annual rate of 0.50 plus the "Index Rate". The Daily Periodic Rate of FINANCE CHARGE may increase if the highest prime rate published in the Wall Street Journal Eastern Edition "Money Rates" table (the "Index Rate") increases. The initial Daily Periodic Rate of FINANCE CHARGE is +0.021 which corresponds to an initial ANNUAL PERCENTAGE RATE of 7.750 %. The maximum interest rate will not exceed 25% per annum or the highest rate allowed by law, whichever is less. The new rate will be reflected on your periodic statements. Any increase in Daily Periodic Rate may increase your minimum monthly payments.
 - If the FINANCE CHARGE so computed is less than \$0.50 for a billing cycle, a minimum FINANCE CHARGE of \$0.50 may be charged.
 - INITIAL Equity Line RATE:** The current ANNUAL PERCENTAGE RATE for this account is 7.750 %. The corresponding daily periodic rate is +0.021%. This rate is subject to change monthly as specified above.
 - FIXED RATE LOCK OPTION:** You may opt to convert any amount of the outstanding balance into a fixed rate "lock", for a term not to exceed the established maturity date of the Equity Flexline Credit Agreement. The minimum term is 36 months, with a minimum locked loan amount of \$3,000.00. The loan fee for each fixed rate "lock" is \$95.00. You may have up to 3 locks outstanding at any one time. The fixed rate for the lock will be based on the Prime Rate, plus the margin. With the establishment of each lock, the payment amount required to pay off the balance of the lock in equal payments over the remaining term of the loan at the fixed rate applicable to that lock will be determined. Your minimum payment due each month will be the sum of the fixed payment amount for each lock plus the minimum payment amount for the balance of your Equity Flexline Account which has not been designated as a lock. Any payment made upon your outstanding principal balance in any lock will be available on the Equity Flexline Account for you to draw against upon the posting of such payment. As used herein, (a) "lock" means the conversion of a portion of the outstanding balance on your Equity Flexline to a fixed rate, fixed term loan, and (b) "margin" means the difference between the most favorable Fifth Third fixed Home Equity loan rate of interest in effect at the time the lock request is made and the Prime Rate.
- PAYMENTS AND FEES**
- MINIMUM PAYMENT REQUIREMENTS:** Your payments will be due monthly and will equal the finance charges that accrued on the outstanding balance during the preceding billing period. Making the minimum payment will not reduce your principal balance. This account will mature 20 years from the date of this Agreement. At that time, you will be required to pay the entire balance in a single "balloon" payment. You may apply to refinance that balance with Lender.
 - IRREGULAR PAYMENTS:** Lender can accept late payments or partial payments, or checks or money orders marked "payment in full" or language to the same effect, without losing any rights under this agreement.
 - ANNUAL CHARGE:** An annual charge of \$65.00 may be assessed at the time the Account is opened, and on that day each year thereafter, for use of the Account and associated services. This fee is non-refundable.
 - RETURNED CHECKS AND STOP PAYMENTS:** If a payment check is returned for any reason, Lender may charge your Account a fee of \$25.00. If you request that Lender stop payment on your check, Lender may charge your Account a fee of \$25.00.
 - LATE CHARGE:** If the minimum payment due is not received within 35 days after the billing date, Lender may levy a late charge per month of 5% of the payment amount. If so incurred, each fee will be identified as a separate loan transaction on the next billing statement.
 - HAZARD INSURANCE:** Borrower shall keep the improvements now existing or hereafter erected on the real estate which secures this Account insured against loss from fire, all hazards included within the term "extended coverage", and such other hazards as Lender may require or as may be required by applicable law (including flood insurance) and in such amounts and for such periods as Lender may require.
 - EARLY CANCELLATION FEE:** If you close your account within three years of the date of this Agreement, Lender may charge your account an early cancellation fee of \$350.00.
 - OVERLIMIT FEE:** You agree not to incur credit on your account in excess of the amount specifically authorized by Lender. In the event the balance on your account exceeds the established credit limit at any time, Lender may levy an overlimit charge of \$35.00 for each such occurrence.

20. **DEFAULT:** You will be in default of this Agreement upon your failure to abide by any of the terms of this Agreement and any documentation executed to provide Lender security for your Account.

EVENTS OF DEFAULT: In addition, the Lender may terminate the plan and accelerate the balance if any of the following circumstances occur:

- a) There has been fraud or material misrepresentation by you in connection with this Account.
- b) You fail to meet the repayment terms.
- c) Your actions or inactions have adversely affected the Lender's security interest in the Account.
- d) You transfer title to the real estate which secures this account or sell the real estate without permission of the Lender.
- e) You fail to maintain the required insurance on the real estate AND ANY IMPROVEMENTS THEREON.
- f) You fail to pay taxes on the real estate
- g) Some other action causes a lien senior to that held by the Lender to be placed on the real estate.
- h) Your death.
- i) The real estate is taken through eminent domain.
- j) Foreclosure by a lienholder.
- k) Any other circumstances which adversely affect the Lender's security.

IN THE EVENT OF DEFAULT, BORROWER AGREES THAT LENDER MAY, WITHOUT NOTICE AND WHERE APPLICABLE LAW ALLOWS, INCREASE THE ANNUAL PERCENTAGE RATE BY 6% OR TO THE HIGHEST RATE ALLOWED BY LAW, WHICHEVER IS LESS.

21. The Lender may temporarily prohibit additional extensions of credit or reduce the credit limit if any of the following circumstances occur:

- a) The value of the real estate that secures the Account significantly declines below the appraised value of the real estate.
- b) The Lender reasonably believes that you will be unable to fulfill the repayment obligations under the Account due to a material change in your financial circumstances.
- c) You are in default of any material obligations under the Agreement.
- d) Action by a governmental body precludes the Lender from imposing the agreed upon ANNUAL PERCENTAGE RATE.
- e) Action by a governmental body adversely affects the priority of the Lender's security interest to the extent that the value of the security interest is less than 120 percent of the amount of the credit line (for example, through imposition of a tax lien).
- f) During any period in which the ANNUAL PERCENTAGE RATE corresponding to the periodic rate reaches the maximum rate allowed under the plan.
- g) When a regulatory agency with responsibility for supervising the Lender provides notification that continuing to advance funds may constitute an unsafe and unsound practice.
- h) When any of you file any form of bankruptcy.

22. Unless prohibited by law, Borrower shall pay all expenses, including attorneys' fees, reasonably incurred by the Lender with respect to collection of the indebtedness evidenced hereby or enforcement of the Lender's rights hereunder (including foreclosure, suit for a deficiency judgement or other litigation expenses and also including such costs and attorneys' fees as may be incurred on appeal), arising out of any default by Borrower.

23. Borrower agrees that if Lender is sued or otherwise directed to respond to any civil, criminal or administrative demand relating to the loan evidenced hereby (including but not limited to, the amount due, any collateral, or the underlying transaction) Borrower will pay Lender, upon request, an administrative fee of \$28 per hour and \$.25 per copy to comply with such demand. Borrower also agrees that any amount not paid within fifteen days of Lender's request may be added to the principal amount of the remaining indebtedness subject to the rate of interest on the Note until paid.

24. You should consult a tax advisor regarding the deductibility of interest and charges on your Equity FlexLine.

25. All persons signing this Agreement shall be obligated on the Account and shall be jointly and severally liable for all amounts due and owing on the Account. You hereby authorize Lender to pay any request for advance whether by Equity FlexLine check or access card, unless any one of you specifically instructs Lender otherwise in writing.

26. As used herein, the singular shall include the plural and the plural shall include the singular.

27. To secure your Equity FlexLine, you are giving Lender a security interest in your deposit accounts with the Lender and its affiliates and subsidiaries and:
351 CLARENDON LANE BOLINGBROOK, IL 604400000

28. This Agreement and the amounts contracted for, including the FINANCE CHARGE, shall be governed by, and construed and interpreted in accordance with, the laws of the State of IL, without regard to its conflict of laws principles, and applicable federal laws and regulations, and the obligations, rights and remedies of the parties shall be determined in accordance with such laws.

29. You hereby acknowledge that prior to signing this Agreement, you have received and read the Federal Truth-in-Lending Disclosure Statement for this Account contained herein.

30. For Equity FlexLines that are not secured by your dwelling, Lender may terminate the Account and accelerate the balance for any of the reasons as set forth in paragraphs 20 AND 21.

31. **FOR TENNESSEE RESIDENTS ONLY.** You have a right to reduce the limit on the maximum amount of principal indebtedness to be secured under the deed of trust securing this credit agreement to an amount not less than the amount of principal indebtedness shown on the most recent statement of your account received by you from the Lender, plus the amount of any advances initiated by you subsequent to that statement. In order to effectuate such a reduction, you must serve a notice of limitation on the Lender and, on or before the effective date of the notice, file a copy thereof for recordation in the appropriate Register of Deed office as an amendment to the deed of trust. The notice must name the Lender on whom the notice is served, state specifically the reduced credit limit, state the effective date of such limitation (which date cannot be sooner than (1) regular business day after the date of the service of the notice), name all parties to this open-end credit agreement and the deed of trust securing the same, identify with reasonable specificity the real property subject to the deed of trust, give and account number assigned to the account created by this open-end credit agreement and be signed by all persons principally obligated to repay advances under this open-end credit agreement. Upon notice from the Lender, you have a duty to return checks, credit cards, or other devices to obtain further advances under this open-end credit agreement upon the service by you of a notice of limitation.

Borrower acknowledges receipt of a completed copy of this agreement at the time of signing.

DATE: 12/30/05

ACCEPTED: FIFTH THIRD BANK(CHICAGO)
(Name of Lender)

By:

Borrower
Borrower

DISCLOSURE CONCERNING YOUR BILLING RIGHTS

YOUR BILLING RIGHTS, KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- * Your name and account number
- * The dollar amount of the suspected error
- * Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount even if your bill was correct.

Credit Reporting:

If you believe information we report about the credit history on your account(s) is incomplete, inaccurate or outdated, you must provide us with clear written documentation including the name on the account, the account number and the nature of the disputed information.

Please write to us at FIFTH THIRD BANK, 38 Fountain Square Plaza, Post Office Box 639090, Cincinnati, OH 45263-9090.

**ADDENDUM TO
IMPORTANT TERMS FOR THE EQUITY LINE AND CREDIT AGREEMENT, SECURITY
AGREEMENT and FEDERAL TRUTH IN LENDING INITIAL DISCLOSURE**

This Addendum amends the **Important Terms For the Equity Line disclosure and the Credit Agreement, Security Agreement and Federal Truth in Lending Initial Disclosure.**

1. The provisions of paragraph 8 of the Credit Agreement, Security Agreement and Federal Truth in Lending Initial Disclosure are amended to include the following at the beginning of the paragraph:

The introductory APR will be fixed at 6.99% through March 29, 2006 and is variable thereafter. Beginning March 30, 2006, the **ANNUAL PERCENTAGE RATE** on your Equity Line will be subject to change.

2. The provisions of paragraph 10 of the Credit Agreement, Security Agreement and Federal Truth in Lending Initial Disclosure are replaced and substituted with the following:

INITIAL Equity Line RATE: The current **ANNUAL PERCENTAGE RATE** for this account is 6.99%. The corresponding daily periodic rate is .0192%. This rate is fixed through March 29, 2006 and is variable thereafter as specified above.

3. Existing customer's rate will adjust on the first day of the month.

The following amendments apply to the **Important Terms for the Equity Line:**

Variable Rate Information: The INITIAL Equity Line RATE is "discounted", it is not based on the index or margin used to make later adjustments. The INITIAL RATE will be in effect through March 29, 2006.

Maximum Rate Example: The maximum Annual Percentage Rate could be reached on March 30, 2006.

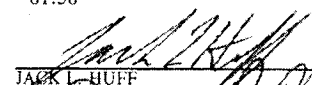
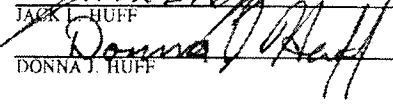
Historical Example: The following table shows how the **ANNUAL PERCENTAGE RATE** and the minimum monthly payment for a single \$10,000 credit advance would have changed based on the changes in the index over the past 15 years. The index values are from January of each year. While only one payment amount per year is shown, payments would have varied during each year. The table assumes that no additional credit advances were taken, that only the minimum payments were made each month, and that the rate remained constant during each year. It does not necessarily indicate how the index or your payments will change in the future.

<u>Year</u>	<u>Index (%)</u>	<u>Margin* (%)</u>	<u>Annual Percentage Rate (%)</u>	<u>Interest Only Equity Line Min. Mo. Pmt. (\$)</u>
1991	10.00	2	12.00	101.92
1992	6.50	2	8.50	72.19
1993	6.00	2	8.00	67.95
1994	6.00	2	8.00	67.95
1995	8.50	2	10.50	89.18
1996	8.50	2	10.50	89.19
1997	8.25	2	10.25	87.05
1998	8.50	2	10.50	89.18
1999	7.75	2	9.75	82.81
2000	8.50	2	10.50	89.18
2001	9.50	2	11.50	97.67
2002	4.75	2	6.75	57.33
2003	4.75	2	6.25	53.08
2004	4.00	2	6.00	50.96
2005	5.25	2	7.25	61.58

DATE: 12/30/05 _____

ACCEPTED: FIFTH THIRD BANK (CHICAGO) _____

BY: _____


 JACK L. HUFF

 DONNA J. HUFF

* This is a margin recently used. Ask us about our current margin.

FIFTH THIRD BANK

(CHICAGO)

NOTICE OF RIGHT TO CANCEL

TO: JACK L. HUFF

Your Right to Cancel

We have agreed to establish an open-end credit account for you, and you have agreed to give us a [mortgage/lien/security interest] [on/in] your home as security for the account. You have a legal right under federal law to cancel the account, without cost, within three business days after the latest of the following events:

- (1) the opening date of your account which is 12/30/05 ; or
- (2) the date you received your Truth in Lending disclosures; or
- (3) the date you received this notice of your right to cancel the account.

If you cancel the account, the [mortgage/lien/security interest] [on/in] your home is also cancelled. Within 20 days of receiving your notice, we must take the necessary steps to reflect the fact that the [mortgage/lien/security interest] [on/in] your home has been cancelled. We must return to you any money or property you have given to us or to anyone else in connection with the account.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to Cancel

If you decide to cancel the account, you may do so by notifying us, in writing, at:

FIFTH THIRD BANK
1000 E. 80TH PLACE N. TOWER
MERRILLVILLE, IN 46410

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice no matter how you notify us because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of 01/04/06 (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

Each borrower in this transaction has the right to cancel. The exercise of this right by one borrower shall be effective as to all borrowers.

I WISH TO CANCEL

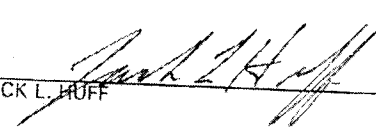
Consumer's Signature

Date

I herewith acknowledge receipt of two copies of this notice.

December 30, 2005

Date

JACK L. HUFF


FIFTH THIRD BANK

(CHICAGO)

NOTICE OF RIGHT TO CANCEL

TO: DONNA J. HUFF

Your Right to Cancel

We have agreed to establish an open-end credit account for you, and you have agreed to give us a [mortgage/lien/security interest] [on/in] your home as security for the account. You have a legal right under federal law to cancel the account, without cost, within three business days after the latest of the following events:

- (1) the opening date of your account which is 12/30/05 ; or
- (2) the date you received your Truth in Lending disclosures; or
- (3) the date you received this notice of your right to cancel the account.

If you cancel the account, the [mortgage/lien/security interest] [on/in] your home is also cancelled. Within 20 days of receiving your notice, we must take the necessary steps to reflect the fact that the [mortgage/lien/security interest] [on/in] your home has been cancelled. We must return to you any money or property you have given to us or to anyone else in connection with the account.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to Cancel

If you decide to cancel the account, you may do so by notifying us, in writing, at:

FIFTH THIRD BANK
1000 E. 80TH PLACE N. TOWER
MERRILLVILLE, IN 46410

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice no matter how you notify us because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of 01/04/06 (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

Each borrower in this transaction has the right to cancel. The exercise of this right by one borrower shall be effective as to all borrowers.

I WISH TO CANCEL

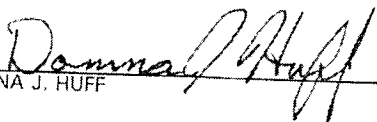
Consumer's Signature

Date

I herewith acknowledge receipt of two copies of this notice.

December 30, 2005

Date



DONNA J. HUFF

WILL County
Document was prepared by (and should be returned to):
FIFTH THIRD BANK (CHICAGO)
ATTN: EQUITY LENDING DEPARTMENT
1000 E. 80TH PLACE N. TOWER MERRILLVILLE, IN 46410

Laurie McPhillips 6P R 2006030950
Will County Recorder Page 1 of 6

LAK Date 02/22/2006 Time 10:52:34
Recording Fees: 20.00
IL Rental Hsng Support Prog: 10.00

(Space Above This Line for Recording Data)

OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 30, 2005
The mortgagor is
JACK L HUFF AND DONNA J HUFF

("Borrower"). This Security Instrument is given to FIFTH THIRD BANK (CHICAGO)
which is organized and existing under the laws of MICHIGAN and whose address is
1000 E. 80TH PLACE N. TOWER MERRILLVILLE, IN 46410 ("Lender").

Borrower owes Lender the principal sum of Fifty Five Thousand AND 00/100

Dollars (U.S. 55,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument
("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 12/30/25.

TO SECURE to Lender (a) the repayment of the Indebtedness evidenced by the Loan Documents and any extensions or renewals thereof, with interest thereon, the payment of all other funds, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, or contained in the Loan Documents or any document executed in connection therewith, and (b) the repayment of any and all other loans, advances or indebtedness of Borrower owed to Lender and all affiliates of Lender, of any nature whatsoever (collectively the "Obligations") and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Item 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, warrant, grant and convey to Lender, with mortgage covenants, the following described property located in the County of WILL, State of ILLINOIS, to wit (herein, the "Real Estate");

SEE ATTACHED EXHIBIT "A"

which has the address of 351 CLARENDON LANE BOLINGBROOK, IL 60440-0000
("Property Address");

RETURN TO:
SOUTHWEST FINANCIAL
P.O. BOX 300
CINCINNATI, OH 45273-8043

TOGETHER WITH all the improvements now or hereafter erected on the Real Estate, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, and all fixtures now or hereafter permanently attached to, the Real Estate, and all right, title and interest of Borrower in and to the land lying in the streets and roads, in front of and adjoining the Real Estate, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Real Estate covered by this Mortgage; and all of the foregoing, together with said Real Estate (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend the title of the Property against all claims and demands.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and the interest on the Indebtedness evidenced by the Loan Documents, any extensions or renewals thereof, prepayment and late charges as provided in the Loan Documents, and the principal and interest on any Future Advances, Obligations or other sums secured by this Mortgage.

2. Hazard 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 such other hazards as Lender may require or as may be required by applicable law (including flood insurance required by Item 27 hereof), and in such amounts and for such periods as Lender may require; provided, however, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage unless required by applicable law.

The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Lender, provided that such approval shall not be unreasonably withheld. Unless otherwise specified, all premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier and providing receipt of said payment to Lender if requested by Lender.

All insurance policies and renewals thereof shall be in form acceptable to lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender and shall provide that the policies shall not be amended or canceled without thirty (30) days prior written notice to Lender. 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. Lender is hereby given full power to collect any insurance proceeds or to settle and compromise any insurance claims or bring suit to recover thereunder.

Lender is authorized to apply the net proceeds of any insurance claim, after deducting all costs of collection, including attorney's fees, at Lender's option, either to restoration or repair of the Property or to the sum secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of the collateral for the remaining indebtedness, Lender may without further notice or demand, elect to declare the whole of the remaining Indebtedness due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted in Item 17 hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment payments agreed to by Lender and Borrower, or change the amount of such installments. If, under Item 17 hereof, the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof, resulting from damage to the Property prior to the sale or acquisition, shall pass to Lender to the extent of the sum secured by this Mortgage, immediately prior to such sale or acquisition.

3. Charges; Liens. Borrower shall pay all taxes, liens, assessments and other charges, fines and impositions attributable to the Property, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the Payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish Lender receipts evidencing such payment.

4. Application of Payments. Unless otherwise agreed, all payments are to be applied in the following order: costs, expenses, attorney's fees, interest, escrow, late fees or penalties and then principal. In the event this mortgage secures more than one note or other debt instrument, at Lender's option, payments may be applied on any of the outstanding notes, or concurrently on more than one of the outstanding notes.

5. Preservation and Maintenance of Property; Leasehold; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, and the by-laws and regulations of the condominium or planned unit development.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced with materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcements, deed restrictions and registrations, or arrangements or proceedings involving a bankrupt or decedent, Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Item 6, with interest thereon, shall become additional indebtedness with Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the applicable rate as prescribed in the Loan Documents evidencing the Indebtedness or the highest rate under applicable law. Nothing contained in this Item 6 shall require Lender to incur any expense or take any action hereunder.

7. Environmental Laws. (a) Except as set forth in Exhibit 7(a) hereto, Borrower has obtained all permits, licenses and other authorizations which are required under any now existing or hereafter enacted or amended federal, state or local statute, ordinance, code or regulation affecting or regulating the environment ("Environmental Laws") and, to the best of Borrower's knowledge, Borrower is in compliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in the Environmental Laws;

(b) Except as set forth in Exhibit 7(b) hereto, Borrower is not aware of, and has not received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance in any material respect with Environmental Laws, or may give rise to any material common law or legal liability, or otherwise form the basis of any material claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substance or waste; and

(c) Except as set forth in Exhibit 7(c) hereto, there is no civil, criminal or administrative action, suit, demand, claim hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against Borrower, relating in any way to Environmental Laws; and

(d) Lender will not be deemed to assume any liability or obligation or duty to clean-up or dispose of wastes on or relating to the Property. Borrower agrees to remain fully liable and will indemnify, defend and hold Lender harmless from any and all costs, losses and expenses (including, without limitation attorney's fees) relating to any Environmental Laws or Borrower's breach of any of the foregoing representations or warranties. The provisions of this Item 7 will survive the release or satisfaction of this Mortgage or the foreclosure hereof.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any inspection specifying reasonable cause therefor related to Lender's interest in the Property. Additionally, Lender shall have the right to inspect the books and records of the operation of the Property and make copies thereof during normal business hours and upon notice to Borrower. Borrower shall keep its books and records in accordance with generally accepted accounting principles covering the operation of the Property, should the same be income-producing, Lender may in its discretion require Borrower to deliver to Lender within 90 days after the close of each of the Borrower's fiscal years an audited statement of condition and profit and loss statement for the Property for the preceding fiscal year, prepared and certified by a certified public accountant acceptable to Lender.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. No awards or settlements shall be accepted without Lender's prior written consent.

Lender is authorized to settle any claim, collect any award, and apply the net proceeds, after deducting all costs of collection including attorney's fees, at Lender's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of collateral for any remaining indebtedness, Lender may without further demand or notice elect to declare the whole of the remaining indebtedness immediately due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted by Item 17 hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment payments referred to in Item 1 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower approved by Lender shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor or refuse time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest.

11. Forbearance By Lender Not A Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness, Future Advances and Obligations secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the note evidencing the Indebtedness or any of the Loan Documents, or as afforded by law or equity and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Borrower and Lender, subject to the provisions of Items 16 and 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the Items of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified or registered mail, return receipt requested, to Borrower at the address set forth above or as carried on the records of the Lender. Any notice to Lender shall be given by certified or registered mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

15. Governing Law; Severability. This transaction shall be governed by the laws of the State where the Property is located. In the event that any provision or clause of this Mortgage or the Loan Documents conflicts with applicable law, such conflict shall not affect other provisions of either this Mortgage or the Loan Documents which can be given effect without the conflicting provision, and in this regard, the provisions of this Mortgage and the Loan Documents are declared severable.

16. Transfer of the Property and Interest Therein. If all or any part of the Property or an interest therein is sold, transferred, encumbered or otherwise conveyed by Borrower, without Lender's prior written consent, or if any contract to do any of the same is entered into by Borrower without Lender's prior written consent, excluding a transfer by devise, descent or, by operation of law upon the death of a joint tenant, it shall be deemed to increase the Lender's risk and Lender may, at Lender's option, either declare all the sums secured by this Mortgage to be immediately due and payable, or may consent to said conveyance in writing and may increase the interest rate of Indebtedness and/or impose whatever conditions it may deem necessary to compensate it for the increased risk. Lender shall have waived such option to accelerate if, prior to the conveyance, Lender and the person to whom the Property is to be conveyed reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sum secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in Item 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender may, in its discretion, release Borrower from all obligations under this Mortgage and the Loan Documents, and any such decision to release or not to release Borrower shall be evidenced by said written assumption agreement.

If Borrower herein is other than an individual or individuals acting on their own behalf, any change in the legal or beneficial ownership of such Borrower or entity which changes the identity of any person or persons having, directly or indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, created, or suffered to be made or created, without Lender's prior written consent.

17. Acceleration; Remedies. Upon the occurrence of an Event of Default (as defined in the Loan Documents) or a default in the payment of the Indebtedness, the Obligations or Future Advances hereby secured or any part thereof in accordance with the terms of this Mortgage, of the aforesaid Loan Documents or of any other document executed in conjunction with this Mortgage or the Loan Documents, or in the performance of any covenant or agreement of Borrower in this Mortgage or in the payment or performance of any document or instrument securing any Indebtedness or Obligation, or upon the filing of any lien or charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days thereafter, the institution of any proceeding to enforce the lien or charge upon the Property or any part thereof, the filing of any proceeding by or against Borrower in bankruptcy, insolvency or similar proceedings, assignment by Borrower of its property for the benefit of its creditors, the placing of Borrower's property in receivership, trusteeship or conservatorship with or without action or suit in any Court, or the abandonment by Borrower of all or any part of the Property (herein "Events of Default"), then the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without notice to the Borrower.

The sums secured hereby shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the Loan Documents or the highest rate allowed by law, and this Mortgage shall become absolute and subject to foreclosure. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts, title reports and reasonable attorney's fees.

18. Borrower's Right to Redeem. Borrower shall have such rights of redemption as are provided by the law of the State where the Property is located.

19. Waiver of Homestead. Borrower waives all rights of homestead exemption in the property.

20. Assignments of Rents. Upon the occurrence of an Event of Default, the Lender shall have the right without notice and without regard to the adequacy of any security for the sums hereby secured and with or without the appointment of a receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and collect any rents, issues, income and profits therefrom, the same being hereby absolutely assigned and transferred to and for the benefit and protection of Lender, contingent only upon the occurrence of an Event of Default. All rents collected by Lender may be applied to the cost of operation, maintenance and repair, and reasonable collection, management and attorney's fees, and then in reduction of any sums hereby secured in such other proportions as Lender may determine.

21. Future Advances. Upon request by Borrower, Lender, at Lender's option, may make Future Advances to Borrower. Such future and additional loan advances, with interest thereon, shall be secured by this Mortgage, when evidenced by promissory notes stating that such notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Indebtedness plus \$0.

22. Rental of Property Restricted. Borrower shall not make, or suffer to be made, any lease of the Property or any part thereof, or any modification, extension or cancellation of any existing or future lease, without Lender's prior written consent. If, with Lender's written consent, there is a lease on the Property, Borrower is to perform all of Borrower's obligations under such lease or leases. Borrower is not to accept any prepayment of rent for more than one month in advance without Lender's prior written consent. Upon Lender's request from time to time, Borrower is to furnish Lender a statement, in affidavit form, in such reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender executed counterparts of any and all such leases.

If Borrower shall enter into any lease agreement, written or oral, concerning the Property or any part thereof without having obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform under, any such lease in the event it exercises its remedies set forth in Item 20 or any other provision hereof.

23. Release. Upon payment of all Indebtedness, Obligations and Future Advances secured by this Mortgage, Lender shall discharge this Mortgage with any costs paid by Borrower.

24. Mortgage as Security For Other Liabilities. This Mortgage shall serve as security for every other liability or liabilities of the Borrower to the Lender and any of its affiliates however created, direct or contingent, due or to become due, whether now or hereafter existing and whether the same may have been or shall be participated in, in whole or in part by others, by trust agreement or otherwise, or on any manner acquired by or accruing to the holder hereof, whether by agreement with, or by assignment or endorsement to the Lender by anyone whomsoever.

It is the express intent of the parties hereto that this Mortgage and the note or notes given contemporaneously herewith, and any extensions or renewals thereof, shall also evidence and secure any additional loan advances made after the delivery of this Mortgage to the recorder for record.

Notwithstanding the above, no debt or other liability, as described above shall be secured by the within Mortgage, if it shall hereafter be created in a "consumer credit transaction" as defined in Title 1, Consumer Credit Protection Act, 15 U.S.C.A., Sections 1601 et. seq., as amended, or any successor federal statute, or any applicable state statute containing substantially similar provisions.

25. Ohio Covenant. If the Property is located in Ohio, Borrower and Lender covenant that Lender is authorized to do all things provided to be done by a mortgagee under section 1311.14 of the Ohio Revised Code.

26. Uniform Commercial Code Security Agreement. Borrower hereby grants Lender a security interest in all items included in the Property which can be subject to a security interest under the Uniform Commercial Code. Borrower will execute and deliver to Lender all financing statements and other documents requested by Lender to perfect its security in such property, and Borrower will pay the expense of filing such documents and of conducting a search of records in which documents are recorded. The covenants and agreements of Borrower throughout this Mortgage will apply to all items which are subject to the security interest granted herein. Upon the occurrence of any Event of Default under this Mortgage, Lender will have the remedies of a secured party under the Uniform Commercial Code and, at Lender's sole option, may also invoke the remedies provided in this Mortgage. In exercising any of such remedies, Lender may proceed against the items of real property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Mortgage. This Mortgage may be filed with appropriate authorities as a Uniform Commercial Code Financing Statement.

27. Flood Insurance. If any part of any of the Property lies within a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 as now in effect; Borrower shall (i) promptly purchase and pay the premiums for flood insurance policies as Lender deems required so that Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as then in effect; and (ii) deliver such policies to Lender together with evidence satisfactory to Lender that the premiums therefor have been paid. Such policies of flood insurance shall be in a form satisfactory to Lender, shall name Lender as an insured thereunder, shall provide that losses thereunder be payable to Lender pursuant to such forms of loss payable clause as Lender may approve, shall be for an amount at least equal to the Indebtedness or the maximum limit of coverage made available with respect to any of the Property under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancelable as to Lender except upon thirty (30) days prior written notice given by the insurer to Lender. Within thirty (30) days prior to the expiration date of each such flood insurance policy, Borrower shall deliver to Lender a renewal policy or endorsement together with evidence satisfactory to Lender that the premium therefor has been paid.

28. Jury Waiver. BORROWER WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS MORTGAGE OR THE TRANSACTION CONTEMPLATED HEREBY.

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

Witnesses:

ALL SIGNATURES MUST BE IN BLACK INK.

Edward Panicko

Jack L Huff (Seal)
JACK L. HUFF

Donna J Huff (Seal)
DONNA J. HUFF

_____ (Seal)

_____ (Seal)

STATE OF Illinois, Cook COUNTY

On this 30th DAY OF December, 2005, before me, a Notary Public in and for said County and State, personally appeared

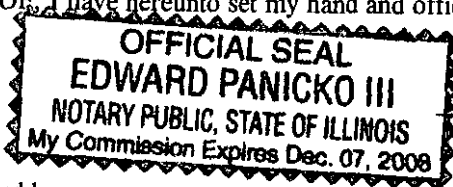
JACK L HUFF AND DONNA J HUFF

the individual(s) who executed the foregoing instrument and acknowledged that THEY did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:

(Seal)



Edward Panicko
Notary Public

This instrument was prepared by: FIFTH THIRD BANK (CHICAGO)
1000 E. 80TH PLACE N. TOWER MERRILLVILLE, IN 46410

Robin McHugh

EXHIBIT "A" LEGAL DESCRIPTION

Name : JACK HUFF
DONNA HUFF
Deed Ref: R2003014179

SITUATED IN THE COUNTY OF WILL, IN THE STATE OF ILLINOIS:

LOT 87 IN LAKEWOOD RIDGE UNIT 1, BEING A SUBDIVISION OF THAT PART OF SECTION 9, LYING SOUTHERLY OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 2002 AS DOCUMENT NUMBER R2002-050730 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 21, 2002 AS DOCUMENT NUMBER R2002-084623, IN THE VILLAGE OF BOLINGBROOK, WILL COUNTY, ILLINOIS.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. R2003014179, OF THE WILL COUNTY, ILLINOIS RECORDS.

This instrument was prepared by: **£**

Name:

Address:

Taylor, Bean & Whitaker Mortgage Corp.
1417 North Magnolia Ave

After Recording Return To:

SPECIALTY TITLE SERVICES
1375 REMINGTON ROAD, STE K
SCHAUMBURG, IL
60173 **5006852**

LAURIE MCPHILLIPS 15P
Will County Recorder

Page 1 of 15

PC1 Date 04/13/2006 Time 09:11:53
Recording Fees: 35.75
IL Rental Hsng Support Prog: 10.00

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MORTGAGE

Pitt#

MIN:

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.

SPECIALTY TITLE SERVICE, INC.
1375 REMINGTON RD., SUITE K
SCHAUMBURG, IL 60173
Phone: 847-884-6734
Fax: 847-884-7418

"Security Instrument" means this document, which is dated **December 30, 2005**, together with all
ers to this document.

"Borrower" is **JACK L. HUFF AND DONNA J. HUFF, AS JOINT TENANTS**

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.

(D) "Lender" is **Taylor, Bean & Whitaker Mortgage Corp.**

Lender is a **Florida Corporation**
the laws of **FL**

organized and existing under
Lender's address is

1417 North Magnolia Ave, Ocala, FL 34475

(E) "Note" means the promissory note signed by Borrower and dated **December 30, 2005**. The Note states that Borrower owes Lender **Two Hundred Fifty Thousand Four Hundred and no/100**

Dollars (U.S. \$ 250,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **February 01, 2036**

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

ILLINOIS—Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM T9608L1 (0011)—MERS

(Page 1 of 12 pages)

Form 3014 1/01

GREATLAND ■

To Order Call: 1-800-530-9393 □ Fax: 616-791-1131



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

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

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

(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, the Loan.

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

(P) **“RESPA”** means the Real Estate Settlement Procedures Act (12 U.S.C. §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.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

County
[Type of Recording Jurisdiction]

of

Will
[Name of Recording Jurisdiction]

See Attached Exhibit A.

which currently has the address of

351 CLARENDON LANE

[Street]

BOLINGBROOK

[City]

, Illinois

60440

[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 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 due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly.

Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to 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.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan

charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 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 requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not

cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 12 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Jack L. Huff (Seal)
JACK L. HUFF -Borrower

Donna J. Huff (Seal)
DONNA J. HUFF -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

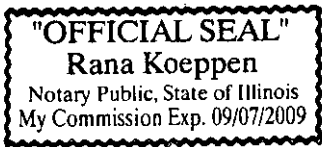
Witness:

Witness:

State of Illinois
County of DuPage

This instrument was acknowledged before me on 12/30/05 (date) by
Jack L. Huff and Donna J. Huff
(name[s] of person[s]).

Rana Koeppen
Notary Public



PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **30th** day of **December 2005**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **Taylor, Bean & Whitaker Mortgage Corp.**

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

**351 CLARENDON LANE
BOLINGBROOK, IL 60440**

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as

LAKESWOOD RIDGE

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and 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, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.



In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

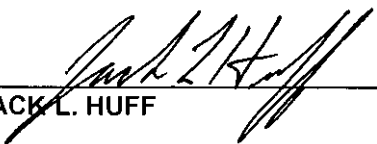
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.


E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this PUD Rider.



JACK L. HUFF (Seal)
-Borrower



DONNA J. HUFF (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

File No.:

EXHIBIT A

LOT 87 IN LAKEWOOD RIDGE UNIT 1, BEING A SUBDIVISION OF THAT PART OF SECTION 9, LYING SOUTHERLY OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 2002 AS DOCUMENT NO. R2002-050730, AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 21, 2002 AS DOCUMENT NO. R2002-084623, IN THE VILLAGE OF BOLINGBROOK, WILL COUNTY, ILLINOIS.

**IN THE UNITED STATES BANKRUPTCY COURT FOR
THE MIDDLE DISTRICT OF FLORIDA – JACKSONVILLE**

CASE NUMBER: 3:09-bk-07047-JAF
CHAPTER 11 CASE

IN RE:
TAYLOR, BEANE & WHITAKER
MORTGAGE CORP.,
DEBTOR.

_____ /

**AFFIDAVIT IN SUPPORT OF MOTION
FOR RELIEF FROM THE AUTOMATIC STAY**

STATE OF:
COUNTY OF:

BEFORE ME, the undersigned authority, on this day personally appeared
Clark Terry, who, being by me first duly sworn, deposes and says:

1. This affidavit is submitted in support of the Motion for Relief from the Automatic Stay filed in this bankruptcy proceeding by Movant, Mortgage First, LLC.

2. My name is Clark Terry and I am
Manager for Mortgage First, LLC.

3. In that capacity, I am familiar with the manner and method in which Movant, Mortgage First, LLC, maintains its books, records, and documents in the regular course of business. It is the regular practice of Movant to make and keep these books, records and documents, which are kept by Movant in the regular course of its business and are made at or near the time of the event or transaction using information transmitted by persons with personal knowledge of the facts. The books, records and documents which Affiant has examined are managed by employees and agents whose duty it is to keep the books, records, and documents accurately and completely. Furthermore, Affiant has personal knowledge of the matters contained in the books, records and documents.

4. Movant, Mortgage First, LLC, has employed the services of Van Ness Law Firm, P.A. to represent them in this matter and is obligated to pay counsel reasonable attorney fees for its services, along with all the costs and expenses of this action. To date, Movant has incurred bankruptcy attorneys' fees and costs in the amount of \$826.00 in the pending bankruptcy. Said attorney fees and costs are recoverable pursuant to the terms of the Note and Mortgage.

5. I have reviewed the aforementioned books, records, and documents which reveal that Mortgage First, LLC is the holder of the subject Note and Mortgage executed by Jack L. Huff and Donna J. Huff on December 30, 2005.

6. I have reviewed the documents attached as exhibits to the Motion for Relief from the Automatic Stay and they are true and accurate copies of the original loan documents.

7. The subject loan has an outstanding principal balance of \$54,434.18, plus advances made, attorneys fees and costs, and interest accruing thereon in accordance with the loan documents. The current per diem interest rate is \$8.20.

8. Debtors, Jack L Huff and Donna J Huff, have defaulted in payments due to Movant, Mortgage First, LLC, by failing to make the payment due on March 1, 2008, and all subsequent payments.

9. I certify that the foregoing facts are true and correct, based upon my own personal knowledge of the matters contained in the books, records and documents.

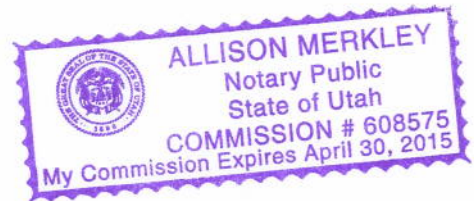
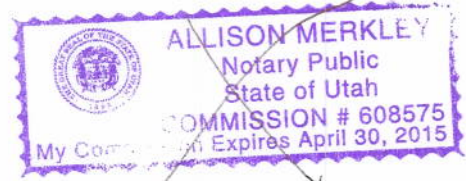
THIS CONCLUDES THIS AFFIDAVIT

Clark Terry
AFFIANT

STATE OF:
COUNTY OF:

THE FOREGOING INSTRUMENT WAS SWORN TO AND SUBSCRIBED before me this 25th day of May, 2012, by Clark Terry who is personally known to me.

Allison Merkley
Notary Public, State of Ut At Large
Commissioned Name of Notary Public: Allison Merkley
Personally known or produced identification.
Type of Identification Produced: _____



Recording requested by,
And when recorded mail to:

Mortgage First
PO Box 445
Kaysville, UT 84037

LAURIE MCPHILLIPS 1P R 2007078454
Will County Recorder Page 1 of 1

RAD Date 05/21/2007 Time 14:51:22
Recording Fees: 24.75
IL Rental Hsng Support Prog: 10.00

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED. Fifth Third Bank, a Michigan banking corporation, its successors and assigns, hereby assigns and transfers to **Mortgage Electronic Registration Systems, Inc.**, its successors and assigns P.O. Box 2026, Flint, Michigan 48501-2026, all its right, and interest in and to a certain mortgage executed by Jack L. Huff and Donna J. Huff, to Fifth Third Bank, Chicago and bearing the date of the 30 day of December A.D. 2005 and recorded on the 22 day of February A.D. 2006 in the office of the Recorder of Will County, State of Illinois in Instrument # R2006030950 as the following described real property and more commonly known as: 351 CLARENDON LAKE BOLINGBROOK, IL 60440-0000.

LEGAL DESCRIPTION: LOT: 87; CITY: BOLINGBROOK; SUBDIVISION:
LAKEWOOD RIDGE UNIT 1

Tax # 12-02-09-308-003-0000

Signed on the 4th day of April, A.D. 2007.

Signing officer for FIFTH THIRD BANK

BY: [Signature]
PRINT: M. B. McCoy
ITS: Vice President

State of: Ohio}
County of: Hamilton} ss.

On the 4th day of April, A.D. 2007, before me, a Notary Public, personally appeared Erin Copeland, to me known, who being duly sworn, did say that he or she is an authorized signing officer for Fifth Third Bank, and that said instrument was signed on behalf of said corporation.

[Signature]
Notary Public Angela L. Streibig

Address of Preparer:
Erin Copeland
283 E. Gentile St - Suite 100
Layton, UT 84041



ANGELA L. STREIBIG
Notary Public, State of Ohio
My Commission Expires 04-17-11

1061

After Recording, Return to:
Mortgage First, LLC
PO Box 445
Kaysville, UT 84037

LAURIE MCPHILLIPS Will County Recorder 1P
JD Date 10/31/2008 Time 09:42:49
Recording Fees: \$24.75
IL Rental Hsng. Support Program: \$10.00

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)**, 1818 Liberty St, Suite 300, Reston, VA 20190, its successors and assigns, hereby assigns and transfers to **Mortgage First, LLC**, 283 E. Gentile St, Suite 100, Layton, UT 84041, its successors and assigns, all its right, title and interest in and to a certain mortgage executed by **JACK L. HUFF and DONNA J. HUFF**, to **FIFTH THIRD BANK, CHICAGO**, and bearing the date of December 30, 2005 and recorded on February 22, 2006 in the office of the Recorder of Will County, State of Illinois as **DOCUMENT # R 2006030950**, as the following described real property and more commonly known as: 351 Claredon Lake, Bolingbrook, IL 60440-0000.

LEGAL DESCRIPTION: Lot: 87; City: Bolingbrook; Subdivision: Lakewood Ridge, Unit 1. Tax ID # 12-02-09-308-003-0000

An Assignment of Mortgage from Fifth Third Bank to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, was recorded on May 21, 2007 as Document #: R 2007078454.

Signed on the 27th day of October A.D. 2008.

Mortgage Electronic Registration Systems, Inc.

BY: [Signature]
ERIN COPELAND, Manager

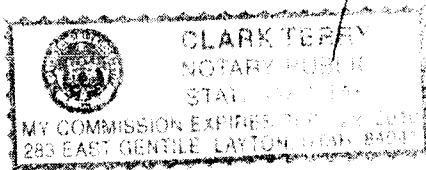
State of: UTAH;
County of: DAVIS} ss.

On the 27th day of October A.D. 2008, before me, a Notary Public, personally appeared Erin Copeland, to me known, who being duly sworn, did say that he or she is an authorized signing officer for Mortgage Electronic Registration Systems, Inc., and that said instrument was signed on behalf of said corporation.

[Signature]
Notary Public

Prepared by:

[Signature]
Cheryl Carbine
283 E. Gentile St - Suite 100
Layton, UT 84041
(801) 498-7950



10/31