UNOFFICIAL COPY —

Permanent Index Number:

Prepared by: Middleberg Riddle & Gianna 2323 Bryan Street Suite 1600 Dallas, Texas 75201

Return to: NATIONAL CITY MORTGAGE CO. DBA COMMONWEALTH UNITED MORTGAGE

3800 BUFFALO SPEEDWAY #520 HOUSTON, TX 77098

99087496 12:10 00695215 00695215

> 5870/0269 05 001 Page 1 of 10 2000-09-07 16:11:49

Cook County Recorder

39.00

Data ID: 375

[Space Above This Line For Recording Data]

Loan No: 9049435

Borrower: CARL R. MILLER

DOST TOTA

RERECORD TO ADD RIDER ATTACHED

FHA Case No. 131-9546817-703 203B

**MORTGAGE** 

THIS MORTGAGE ("Security Instrumert") is given on the 10th day of November, 1998. The mortgagor is CARL R. MILLER AND DOLORE's A. MILLER , HIS WIFE

("Borrower").

This Security Instrument is given to LENDEX, INC., A CORTORATION, which is organized and existing under the laws of the State of TEXAS, and whose address is 3030 LBJ FRETWAY, SUITE 300, DALLAS, TEXAS 75234

("Lender").

Borrower owes Lender the principal sum of SEVENTY-THREE TF CUSAND ONE HUNDRED SIXTY-FOUR and NO/100----Dollars (U.S. \$ 73,164.00). This debt is evidenced by Borrov er'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 December 1, 2013. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 Lender the following described property located in COOK County, Illinois:

ILLINOIS FHA MORTGAGE

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(Page 1 of 7 Pages)

BOX 333-CTI

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mortgage insurance premium.

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated dispursements or disbursements of the smearements of the same permitted by RESPA, in unanticipated dispursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the

payment, together with the principal and interest as set forth in the Note and any late cherges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or givernd rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Levies, must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium if this Security Instrument, each monthly payment shall also include charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable charge insurance premium if this Security Instrument is held by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrowe, shall include in each monthly

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

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for a cine and non-uniform covenants with limited

encumbrances of record.

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Вовкоwер Соугантта 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. Воггоwег warrants and will defend generally the title to the Property against all claims and demands, subject to any

and fixtures now or hereafter a part of the prope ir. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in the Security Instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,

haane

("Property Address");

HOFFMAN ESTATES,

which has the address of 1335 MI TFR ROAD,

Dring.

**\$6109** 

OFFICE OF THE RECORDER IN COOK COUNTY, ILLINOIS, PIN # 07-08-400-018-0000 ACCORDING TO THE PLAT THEREOF RECORDED JUNE 12, 1969 AS DOCUMENT 20516893, IN THE VILLAGE OF HOFFMAN ESTATES, SCHAUMBURG TOWNSHIP, COOK COUNTY, ILLINOIS, IN THE VILLAGE OF HOFFMAN ESTATES, SCHAUMBURG TOWNSHIP, COOK COUNTY, ILLINOIS, IN THE VILLAGE OF HOFFMAN ESTATES, SCHAUMBURG TOWNSHIP, COOK COUNTY, ILLINOIS, IN THE VILLAGE OF HOFFMAN ESTATES XXVIII, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP, ALL STATES XXVIII, BEING A SUBDIVISION OF PART OF HOFFMAN ESTATES XXVIII, BEING A SUBDIVISION OF PART OF HOFFMAN ESTATES XXVIII, BEING A SUBDIVISION OF PART OF HOFFMAN ESTATES XXVIII, BEING A SUBDIVISION OF PART OF HOFFMAN ESTATES XXVIII, BEING A SUBDIVISION OF PART OF HOFFMAN ESTATES XXVIII, BEING A SUBDIVISION OF PART OF HOFFMAN ESTATES XXVIII, BEING A SUBDIVISION OF PART OF HOFFMAN ESTATES XXVIII, BEING A SUBDIVISION OF PART OF HOFFMAN ESTATES, SUBDIVISION OF PART OF PART

If the amounts held by Depler to Es row lems exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note:

Principle of the training

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

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

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Porrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the orthy legally entitled thereto.

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

- 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Forrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Porrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a minimal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.
- 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 90 days from the da e hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Listrument. A written declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such incligibility. Motwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

(c) No Waiver. If circumstances occur that would permit I end it rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate plyment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property out his or her credit has not been approved in accordance with the requirements of the Secretary.

is sold or otherwise transferred (other than by devise or descent), and

the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment it, full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a bonefi sial interest in a trust owning all or part of the Property,

in this Security Instrument.

(b) Sale Without Credit Approval. Lance shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 LLS.C. 1701i-3(d)) and with the prior approval

prior to or on the due date of the next monthly payment, or (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained

defaults, require immediate by the Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument

(a) Default. Lender Lay, except as limited by regulations issued by the Secretary in the case of payment

#### 9. Grounds for Acceleration of Debt.

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

agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in operate to prevent the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordination the broperty is subject to a lien which may the lien to this Security Instrument, It Lender determines that any part of the Property is subject to a lien which may the lien to this Security Instrument, Lender determines that any part of the Property is subject to a lien which may the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

and at the option of Lender shall be immediately-due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate,

in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be.

covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights

II Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other

payments.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these interest in the Property, upon Lender's request and promptly furnish to Lender receipts evidencing these

10. Reinstatement. I because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Portower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(5). Borrower's covenants and agreements shall be joint and several. Any Borrower who cosigns this Security Instrument out does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or nake any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deened to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this and the provisions of this Security Instrument and the Note are declared to be severable.
  - 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, not allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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X	Other [specify] Non-Ow	bsuc	Rider
	Planned Unit Developme		Graduated Payment Ride.
	Condominium Rider		Growing Equity Ricer

applicable box(es)].

the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check with this Security Instrument, the covenants of each such riler and the incorporated into and shall amend and supplement

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together 20. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower, small pay any recordation costs.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

this Paragraph 18 or applicable law.

Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. the Single Family Mortgage Foreciczure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure immediate payment in full under Yaragraph 9, the Secretary may invoke the nonjudicial power of sale provided in

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires costs of title evidence. in pursuing the remedies p ovided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and

foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred 18. Forecostre Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may

of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice prevent Lender from exercising its rights, under this-paragraph 17.

Bottower has not executed any prior assignment of the rents and has not and will not perform any act that would

and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

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

an absolute assignment and not an assignment for additional security only. and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents tenant of the Property to pay the rents to Lender's agents. However, prior to Lender's notice to Borrower of the Property. Borrower authorizes Lender's agents to collect the rents and revenues and hereby directs each 17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues

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

BY SIGNING BELOW DOTO RECORDS and Inc. 375

BY SIGNING BELOW DOTO

My commission expires:

"OFFICIAL SEAL"
LISA MARIE PROTAS
Notary Public, State of Illinois
My Commission Expires 8/27/01

### **UNOFFICIAL COPY**

00695215

#### NON-OWNER OCCUPANCY RIDER

LOAN NO .	0009049435				
LOAN NO	0009049433	5	•	FHA Case No.	
		•		131-9546817-703	203B

THIS NON-OWNER OCCUPANCY RIDER is made this 10th day of November

1998 and is incorporated into and shall be deemed to amend and supplement the Mortgage,
Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned
("Borrower") to secure Borrower's Note to
LENDEX, INC., A TEXAS CORPORATION

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

1335 MEYER ROAD, HOFFMAN ESTATES, ILLINOIS 60194

[Property Address]

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

A. Borrower represents that, notwithstanding the provisions of Paragraph 5 of the Security Instrument, (s)he does not intend to occupy the Property described in the Security Instrument as a principal residence, and [mark applicable item(s)]:

1.	The Security Instrument is for a streamline refigence of a loan which was previously
	FHA-insured.
2.	The Security Instrument is for a loan to be insured under Section 203(k) of the National
	Housing Act.
3.	The Security Instrument applies to property sold under HUD Single Family Property
	Disposition Program and meets the requirements thereof.
4.	The Borrower is an Indian Tribe as provided in Section 248 of the National Housing Act
	or a serviceperson who is unable to occupy the Property because or las or her duty
	assignment as provided in Section 216 or Subsection (b)(4) or (f) of Section 222 of the
	National Housing Act.

FHA Multistate Non-Owner Occupancy Rider

VMP-61U (9705).01

Page 1 of 2

Initials:

Lender Support Systems Inc. FHA 101 FH

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non-profit organization (qualified u that intends to sell or lease the Prop  6. The Security Instrument is for pr Borrower and is eligible for an FH. for Borrower.  B. Lender shall not require immediate payment	perty sold to a state or local government agency or a nder Section 501(c)(3) of the Internal Revenue Code) erty to low or moderate income persons. Toperty that is or will be a secondary residence of A-Insured mortgage in order to avoid undue hardship thin full, notwithstanding the provisions of Paragraph
9(b) of the Security Instrument, solely because all or owning all or part of the Property, is sold or otherwi	part of the Property, or a beneficial interest in a trust
occupy the Property 33 his or her principal residence.	
BY SIGNING BELOW, Borrower agrees to Occupancy Rider.	the representations contained in this Non-Owner
CARL L. MILLER (Seal)	DOLORES A. MILLER -Borrower
-Borrower	(Seal) -Borrower
(Seal)	(Seal) -Borrower
(Seal) -Borrower	Page 2 of 2 (Seal) -Borrower
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# UNOFFICIAL COPY 00695215 LENDEX, INCORPORATED

17311 Dallas Parkway Suite 140 Dallas, Texas 75248

(972) 267-8898 Fax (972) 267-1367

August 21, 2000

Chicago Title Company ATTENTION: LISA PROTUS 555 Tollgate Road Suite G Elgin, IL 60123

RE: GF# 778037 / CARL MILLER

Dear Lisa,

In reference to the captioned file, regarding your verbal request, this letter serves as written documentation the Non - Occupancy Rider was executed by Carl L. Miller and Dolores A. Miller. County Clark's Office

**DERRICK C. ALMON** NOTARY PUBLIC, STATE OF TEXAS MY COMMISSION EXPIRES OCT. 23, 2002