FIRST NATIONWIDE MORTGAGE COR POST CLOSING/RECERTIFICATION DEPARTMENT 2000-09-12 10:38:26 P.O. BOX 960 AND 21705-0960

Cook County Recorder



AS PREPARED BY:

FREDERICK

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0016639130

MORTGAGE

PROFESSIONAL NATIONA TITI E NETWORK, INC.

	11122 112111 01111, 1110.
THIS MORTGAGE ("Security Instrument") is given on APRIL 2	26,
2000 The mortgagor is JOHN R OCNNELLY AND MONICA F.D.	ONNELLY, HUSBAND AND WIFE
"Borrower"). This Security	y Instrument is given to
FIRST NATIONWIDE MORTGAGE CORPORATION	, which is organized and existing
inder the laws ofTHE STATE OF DELAY A RE, and whose ac	idress is
5280 CORPORATE DRIVE, FREDERICK, MARYLAND 21701	CENEN THOUGAND SEVEN
HUNDRED AND NO. / 100 Dollars (U.S. \$ 137,740\0.00\0.	for monthly payments, with the full debt, if not
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A P.	ART HERFOF
TAX ID NUMBER <u>2710212027</u>	TSOM

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 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.

CLOSER ID: P7008

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ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT ST&L# IL6.NEW

LOT 27 IN BLOCK 15 IN FAIRWAY ESTATES UNIT 11, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of County Clerk's O

THIS SECURITY INSTRUMENT contains iniform coverants for lational use and con-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for:

 (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender in any 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in contention with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permit ed to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, I ender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sel the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under une Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground reads, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of anothers to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Pre er ation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower sha'r occupy, establish, and use the Property as Borrower's principal residence within sixty 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 externating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proce ding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or other wise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a delau'c and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lend's's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrow r shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee it'e shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may signific attly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Securily Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law. 00704372

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- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. 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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

(a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceed, 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrov er otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mountably payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forb arance 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 any successor in interest of Borrower shall not operate to release the 'lability of the original Borrower or Borrower's successors 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 Borrower or Borrower's successors in interest. Any in pearance 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 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security I strument 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 make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument 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 he 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 under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by aclivering 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 other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

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person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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 or any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. 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, nor 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 mestigation, 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 Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances (lefined 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 formaldelyde and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration where the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 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 paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. 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.

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

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UNOFFICIAL COPY 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together

with this Security Instrument, the covenand supplement the covenants and agreem [Check applicable box(es)]	ants and agreements of each such rider s	hall be incorporated into and shall amend er(s) were a part of this Security Instrument.
Adjustable Rate Rider	☐ Condominium Rider	☐ 1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home Rider
▼ Other(s) [specify] PREPAYM	ENT RIDER	
By Signing Below, Borrower acc and in any rider(s) executed by Borrower Witnesses:	epts and agrees to the terms and covenar and recorded with it.	ants contained in this Security Instrument
Sander Jaline	JOHN R DONNE	County (Seal) LLY -Borrower
	Monica F don	F. Donnelly (Seal) NELLY -Borrower
		(Seal) -Borrower
		(Seal)

I, the lindusequed STATE OF ILLINOIS , a Notary Public in and for said county and state, do hereby certify that JOHN R DONNELLY AND MONICA F DONNELLY, HUSBAND AND WIFE , personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they free and voluntary act, for the uses and purposes therein his/her their_ signed and delivered the said instrument as set forth. APRIL, 2000. Given under my 'and and official seal, this **26TH** day of My Commission expires: TY.

OLINEY CLOPTS OFFICE

00704372

ADJUSTABLE RATE RIDER

(Treasury Average Index - Payment and Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 26TH day of APRIL, 2000, 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 save date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

FIRST NATIONWIDE MONTGAGE CORPORATION

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

8818 W 147TH ST, ORLAND PARK, ILLIP-OIS 60462-2702

[Froperty Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE PAYMENT CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY THE MAXIMUM AMOUNT SECURED BY THIS MORTGAGE SHALL NOT EXCLED 110% OF THE ORIGINAL PRINCIPAL INDEBTEDNESS UNDER THE NOTE.

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

4.750

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

%. The Note provides for

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES AUGUST, 2000

(A) Interest Change Dates

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

MULTISTATE ADJUSTABLE RATE RIDER - Payment Capped Treasury Average - Single Family - 7/97

M2626 (R00) 04/99

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FAND# M2626 Rev. 04/26/99

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the twelve-month average of monthly yields on actively traded United States Treasury Securities, adjusted to a constant maturity of one year.

My Index is calculated by adding together the monthly yields on one-year Treasury Constant Maturities (as published in Federal Reserve Statistical Release g.13), for the preceding twelve months available as of the date 15 days before each Change Date, and dividing the result by twelve. The result of this calculation is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Preferest Rate Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding ONE AND 875 / 1000 percentage point(s)

(1.875 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

(D) Interest Rate Limit

My interest rate will never be greater than 11.875 %.

(E) Payment Changes

My monthly payment may be adjusted on JUNE 1, 2001 and on the same date each year thereafter. Each date on which my payment could change is called a "Payment Change Date." My monthly payment will not increase or decrease by more than 7.5% from the payment in effect just prior to the change ("Annual Payment Cap"), at ept as described in Section 4(G) below. Unless limited by the Annual Payment Cap, my new monthly payment will equal the amount necessary to amortize (pay off) my loan in substantially equal installments over its remaining term based on the interest rate that became effective on the Change Date prior to the Payment Change Date.

(F) Principal Balance Adjustments - Deferred Interest (Negative Amortization)

If my monthly payment is less than the amount necessary to pay the full amount of interest for that month, the portion of interest that is unpaid will be added to the principal balance of my loan as of the due date for such payment and will accrue interest at the rate in effect from time to time in accordance with this Note.

M2626 (R00) 04/99 FAND# M2626-2 Rev. 04/26/99 Page 2 of 5

(G) Full Reamortization

The Payment Change Dates occurring immediately following every fifth year (on the due dates for my 61st, 121st, 181st, 241st and 301st payments) are instead called "Reamortization Dates." In addition, if as of a due date for any payment, the principal balance on this loan would increase to an amount that equals or exceeds

ONE HUNDRED TEN AND NO / 100 percent (110.000 %) of the original principal balance, that due date will also be a "Reamortization Date."

Effective with the payment due on a Reamortization Date, the Note Holder will adjust my monthly payment in the same manner as provided in Section 4(E) above, except that the Note Holder will not apply the Annual Paymen Cap. I will continue making payments at the new level until the next Payment Change Date or Reamortization Date.

I understand that changes in the interest rate that occur during the final five years of my loan term may make my monthly payments insufficient to pay off my loan over the remaining term in equal installments unless I elect to rade fully amortizing payments during that period, as provided in Section 4(H) below. As agreed in Section 5(A) above, I will pay off all amount still owing under this Note on or before the Maturity Date even if this requires a substantially higher payment on the Maturity Date than the immediately preceding payment amounts

(H) Payment Options

I will have up to three monthly paymer, options for my loan. I may always make the monthly payment required under Section 3(B), 4(E) or 4(G), as applicable (the "Required Payment"). If the Required Payment is insufficient to fully amortize my loan as a result of the application of the Annual Payment Cap or principal balance adjustments, I will have the option to make a fully amortizing payment, which is an amount sufficient to pay off my loan in substantially equal payments over its remaining term at its then interest rate. If the Required Payment is not sufficient to pay all of the interest owed for that month, which would result in negative amortization, I also will have the option to make an interest only payment, which will be sufficient to pay the monthly interest and avoid negative amortization, but will not reduce the principal balance. Even if these options are available, I may still elect to make only the Required Payment.

(I) Effective Date of Interest Rate Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the Payment Change Date or the Reamortization Date, as applicable, until the amount of my monthly payment changes again.

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(J) Notice of Changes

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

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

Uniform Covenar'. 1] of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option is all not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were owng made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk or a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument vithout further notice or demand on Borrower.

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

	(Seal)
JOHN R DONNELLY	-Borrower
Morica F. Donnelly	(Seal)
MONICA F DONNELLY	-Вогтоwег
	(Seal)
County	-Borrower
	(Seal)
C	-Borrower
	O. O.

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PREPAYMENT RIDER (Security Instrument) Three Year Penalty Period

THIS PREPAYMENT RIDER is incorporated into and shall be deemed to amend and supplement the Mortgage, Trust Deed, Deed of Trust, or Security Deed (the "Security Instrument") of the same date executed by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note or Fixed Rate Note, as applicable (the "Note") to FIRST NATIONWIDE MORTGAGE CORPORATION

("Lender").

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

1. Paragraph 1 of the Security Instrument shall be modified to read:

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES.

Borrower shall roomptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

Borrower shall have any right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When Borrower makes a prepayment, he/she shall notify the note holder in writing that he/she is doing so.

The first thirty-six months of the loan term is called the "penalty period". In any twelve month period during the penalty period, Bone wer may make a prepayment of up to 20% of the original principal amount of this note without a penalty. If Borrower makes a prepayment in excess of 20% of the original principal balance, he/she will pay a penalty. The penalty will be equal to the lesser of (a) 2.000 percent on any amount prepaid in excess of 20% of the original principal amount; (b) six (6) months' advance interest on the amount prepaid in excess of 20% of the original principal amount; or (c) the amount authorized by applicable law.

No penalty will be assessed after the penalty period. No penalty will be assessed if the prepayment is concurrent with the sale of the Property and is made after the first twelve months of the loan term. In the event of a sale, Borrower agrees to provide evidence accertable to the Lender of such sale. A penalty will be assessed in connection with a prepayment made during the first twelve months of the loan term, regardless of whether the Property has been sold.

The note holder will use all of the Borrower's prepayments to reduce the amount of principal that the Borrower owes under this note. If Borrower makes a partial prepayment, there will be no changes in the due dates of Borrower's monthly payments unless the note holder agrees in writing to those changes. Borrower's partial prepayment may reduce the amount of his/her monthly payments after the first rate change date following the partial prepayment. However, any reduction due to Borrower's partial prepayment may be offset by an interest rate increase.

Note Holder's failure to collect a prepayment fee at the time a prepayment is received shall not be deemed a waiver of such fee. Any prepayment fee not collected at the time the prepayment is received shall be payable upon demand.

CLOSER ID: P7008

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Loan # 0016639130

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Prepayment Rider, made this day 26TH of APRIL, 2000

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JOHN R DOWNELLY		´ Dat
Morica J. Donn	elle	4/20/08
MONICA F DONNELLY		Dat
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