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#### 9053/0199 05 001 Page 1 of **UNOFFICIAL C** 2002-18-09 12:53:22

Cook County Recorder

47.50

4291430,000

Return To:

NATIONAL CITY MORTGAGE CO. P.O. BOX 809068 DALLAS, TX 75380-9068

Prepared By:

0001396487

State of Illinois

#### **MORTGAGE**

FHA Case No.

1371838811-

THIS MORTGAGE ("Security Instrument") is given on

July 22, 2002

The Mortgagor is

ALDO REYES An Unmarried Man

("Borrower"). This Security Instrument is given to ASSURED HOME MTG GROUP

County Clarks THE STATE OF ILLINOIS which is organized and existing under the laws of 5813 W CERMAK ROAD, CICERO IL 60804 whose address is ("Lender"). Borrower owes Lender the principal sum of

, and

NINETY NINE THOUSAND NINE HUNDRED & 00/100

Dollars (U.S. \$

7,300.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which August 1 provides for monthly payments, with the full debt, if not paid earlier, due and payable on

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the 2032 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

FHA Illinois Mortgage - 4/96

-4R(IL) (0109).01

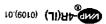
VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 8





8 to Sage 9



mortgage msurance premium.

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

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the

the sums paid to Lender are called "Escrow Funds." determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and

of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium premiums for insurance required under paragraph 4. In any year in which the Lender must 747 a mortgage insurance assessments levied or to be levied against the Property, (b) leasehold payments or ground zeros on the Property, and (c) together with the principal and interest as set forth in the Note and any late charges, sum for (a) taxes and special 2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall in Jude in each monthly payment,

on, the debt evidenced by the Note and late charges due under the Note. 1. Payment of Principal, Interest and Late Charge. Borrower shall ray when due the principal of, and interest

UNIFORM COVENANTS.

Borrower and Lender covenant and agree as follows:

limited variations by jurisdiction to constitute a uniform security in crument covering real property.

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

encumbrances of record.

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

by this Security Instrument. All of the 'oregoing is referred to in this Security Instrument as the "Property." appurtenances and fixtures now or here a part of the property. All replacements and additions shall also be covered

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

[Zip Code] ("Property Address"); 90403 [City], Illinois

4043 S HARLEM AVE #7, STICKNEY

which has the address or Parcel ID #: 1906106)521007

[Street]

SEE LEGAL ATTACHED HERETO

County, Illinois: COOK

hereby mortgage, grant and convey to the Lender the following described property located in of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does

20876386

# UNOFFICIAL C

- 004297430 . 004297430 ESCROW NO.: 1301

STREET ADDRESS: 4043 SOUTH HARLMEN UNIT #7

ZIP CODE: 60402 CITY: STICKNEY

TAX NUMBER: 19-06-106-052-1007

COUNTY: COOK

#### LEGAL DESCRIPTION:

Droporty Or Co PARCEL 1: UNIT 7 TOGETHER WITH ITS UNDIVICED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE FORESTVIEW OF STICKNEY CONDOMINIUMS AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 00400813, IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD! PINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. 6, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND The Mark Office SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

If the amounts held by Lender for Escrow Items 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:

<u>First</u>, 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 rixes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

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

Fifth, to late charges due under an Note.

4. Fire, Flood and Other Hazar? 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 thall 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.

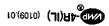
In the event of loss, Borrower shall give Lender imm divide notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. 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 2 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 outlanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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

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Initials



the Secretary, require immediate payment in full of all sums secured by this Security Instrument if: the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C.1701j-3(d)) and with the prior approval of (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of this Security Instrument.

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

(i) Borrower defaults by failing to pay in full any monthly payment required by this Cecurity Instrument defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(a) Default. Lender may, 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.

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. a lien which may attain priority over this Security Instrument, Lender may give sorrower a notice identifying the lien. Lender subordinating the lien to this Security Instrument. If Lender determines that of the Property is subject to operate to prevent the enforcement of the lien; or (c) secures from the helder of the lien an agreement satisfactory to good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion agrees in writing to the payment of the obligation secured by the lice in a manner acceptable to Lender; (b) contests in

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) and at the option of Lender, shall be immediately due and perable

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

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

in the Property, including payment of taxes, hazard it.su ance and other items mentioned in paragraph 2. regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights affect Lender's rights in the Property (such 25 A proceeding in bankruptcy, for condemnation or to enforce laws or

covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other bayments.

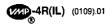
interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's governmental or municipal charges, fines and impositions that are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

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all

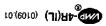
the entity legally cartaed thereto. over an amount equitred to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (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 but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its 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 payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Morigage 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 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any curhorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full 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 outent including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' 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) Len er 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 Waiter. 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 increst 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 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 coveragets 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(b). 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 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 make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.



Initials:



assignment 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 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 of prevent Lender from exercising its rights under this paragraph 17.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would and unpaid to 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 chall 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 as 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 an Borrower's breach of any covenant or agreement in the Security Instrument. For ower 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 or Lender's agents to collect the rents and revenues and hereby directs each

17. Assignment of Rents. Borrower unconditionally assigns and randers to Lender all the rents and revenues of NON-UNIFORM COVENANTS. Borrower and Lender further coverant and agree as follows:

jurisdiction where the Property is located that relate to health, aftery or environmental protection. radioactive materials. As used in this paragraph 16, 'Environmental Law" means federal laws and laws of the products, toxic pesticides and herbicides, volatif, solvents, materials containing asbestos or formaldehyde, and

substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum As used in this paragraph 16, "Hazartoves Substances" are those substances defined as toxic or hazardous

necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is Environmental Law of which Borrewer has actual knowledge. If Borrower learns, or is notified by any governmental or any governmental or regulator, a sency or private party involving the Property and any Hazardous Substance or

Borrower shall prompily give Lender written notice of any investigation, claim, demand, lawsuit or other action by appropriate to normal reside n'al uses and to maintenance of the Property. use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be

the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting 16. Herandous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of

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

the Note are declared to be severable.

which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the provided in this paragraph.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et..seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

- 19. Release Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - 20. Waiver of Home head. Borrower waives all right of homestead exemption in the Property.

with this Security Instrument, the covera	ent. If one or more riders are executed ants of each such rider shall be inco	orporated into and shall amend and
supplement the covenants and agreements	of this Security Instrument as if the	rider(s) were a part of this Security
Instrument. [Check applicable box(es)].		(V) Other femorified
X Condominium Rider	Growing Equity Rider	Other [specify]  ADJUSTABLE PATE
Planned Unit Development Rider	Graduated Payment Rider	ADJUSIMO LE TOME
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Public V	CICERO IL 60804  SS13 W CERMAK ROAD  ACCOL COLEMAN  Prepared by:  ACTOCAY PRANCA  ANTHONY  ANTHONY
and voluntary act, for the uses and purposes therein	Given under my hand and official seal, this  My Commission Expires:
nown to me to oe the same person(s) whose name(s) in person, and acknowledged that	subscribed to the foregoing instrument, appeared before me this day i
Bottower  County ss: Dic in and for said county and state do hereby certify	STATE OF ILLINOIS,  I, My Many My M D LLE, a Note by Published
-Bonower (Seal)	-Borrower (Seal)
(Seal) -Воптоwer	-Bottower
(Seal) -Вопоwer	1
-Bottower	5
	Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any

rider(s) executed by Borrower and recorded with it.

### CONDOMINIUM RIDER

FHA Case No.

1371838811-

22nd day of July THIS CONDOMINIUM RIDER is made this , 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 Porrower's Note ("Note") to

ASSURED HOME MTG GROUP

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

4043 S HARLEM AVE #7, STICKNEY, Illinois 60402

[! roperty Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

N/A

[Name of Condominium Project]

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

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

So long as the Owners Association maintains, with a generally accepted in urance carrier, a "master" or "blanket" policy insuring all property subject to the concomitivm documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periodo, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property,

FHA Multistate Condominium Rider - 10/95

-586U (9705)

Initials: Page 1 of 2 VMP MORTGAGE FORMS - (800)5211/29

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-Borrower		-Borrower	
(Seal)	Ox	(Seal)	
-Вотгомет		-Вопомет	
(Seal)		(Seal)	
-Borrower		-Воттожет	
(Seal)		(Seal)	
тэмоттоВ-		-Вопоу ет	CELEN ACTI
(Seal)		([25])	ALDO REVES
contained in this	the terms and provisions	Lorro ver accepts and agrees to	BY SIGNING BELOW
Vote rate and shall	te of disbursement at the 1	by the Security Instrument. Unless Pounts shall bear interest from the datest, upon notice from Lender to B	payment, these amo

If Letito ver does not pay condominium dues and assessments when due, then Lender may pay then. Any amounts disbursed by Lender this Paragraph C shall become additional debt of

Perrower promises to pay all dues and assessments imposed pursuant to the legal instruments

and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lispse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Property, and the first property are the condominium of the common elements, any proceeds payable to Property, whether to the condominium unit or to the common elements, any proceeds payable to Property, whether to the condominium unit or to the common elements, any proceeds payable to Property, whether to the condominium unit or to the common elements, any proceeds payable to Property, whether to the condominium unit or to the common elements, any proceeds payable to Property, whether to the condominium unit or to the common elements, any proceeds payable to Property, whether to the condominium unit or to the common elements are hereby assigned and shall be paid to the condominium unit or to the common elements.

this Security Instrument, with any excess paid to the entity legally entitled thereto.

creating and governing the Condominium Project.

20876386

0001396487

### ADJUSTABLE RATE RIDER

FHA Case No.

1371838811-

THIS ADJUSTABLE RATE RIDER is made this 22nd day of July

2002 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust of Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

ASSURED HOME MTG GROUP

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

4043 S HARLEM AVE #7 STICKNEY Illinois 60402

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

#### INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of October , 2003 , and or that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent lader. Figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary means the Secretary of Housing and Urban Development or his or her designee." Lender will give Borrower notice (1 the new Index.

FHA Multistate ARM Rider - 10/95

**P-591U** (9705)

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Initials:

VMP MORTGAGE FORMS - (800)521-7291

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

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO AND 3/4THS percentage point(s)

( 2.750 %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

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

The existing interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate, as stated in Paragraph 2 of the Note.

#### (E) Calculation of Fayment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the Maturity Date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

#### (F) Notice of Changes

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

#### (G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new morthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph (E) of this Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is made.

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