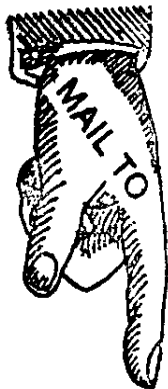


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9959/0080 25 001 Page 1 of 14  
2002-08-12 10:40:42  
Cook County Recorder 47.50



When recorded mail to:  
ABN AMRO MORTGAGE GROUP, INC.  
P.O. BOX 5064  
TROY, MICHIGAN 48084  
ATTN: FINAL/TRAILING DOCUMENTS

This instrument was prepared by:

ABN AMRO MORTGAGE GROUP, INC.

[Space Above This Line For Recording Data]

LOAN #: 624812254

MORTGAGE

**P.N.T.N.**

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 1, 2002, together with all Riders to this document.

(B) "Borrower" is GORAN JANKOVIC, AN UNMARRIED PERSON AND DEJAN JANKOVIC, AN UNMARRIED PERSON.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is ABN AMRO MORTGAGE GROUP, INC.

Lender is a CORPORATION  
DELAWARE.  
MICHIGAN 48084.

Lender's address is organized and existing under the laws of  
2600 W. BIG BEAVER RD., TROY,

Lender is the mortgagee under this Security Instrument.

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3014 1/01

Page 1 of 10

ILUDEED

Initials: GO/OJ

ILUDEDL 0108

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Initials: [Signature]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

TRANSFER OF RIGHTS IN THE PROPERTY This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument, with power of sale, the following Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the COUNTY [Name of Recording Jurisdiction]: COOK

Borrower's obligations under the Note and/or this Security Instrument. (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed mortgage loan" under RESPA. (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, amounts under Section 3 of this Security Instrument. (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any of, or omissions as to, the value and/or condition of the Property. (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan. (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations or omissions as to, the value and/or condition of the Property. (K) "Escrow Items" means those items that are described in Section 3. (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers. (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization. (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(D) "Note" means the promissory note signed by Borrower and dated JULY 1, 2002. The Note states \*\*\*\*\*TWO HUNDRED FORTY ONE THOUSAND AND NO/100 \*\*\*\*\* Dollars (U.S. \$241,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 1, 2032. (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest. (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:  Adjustable Rate Rider  Balloon Rider  1-4 Family Rider  Condominium Rider  Planned Unit Development Rider  Biweekly Payment Rider  Second Home Rider  Other(s) [specify]

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Property of Cook County Clerk's Office

Permanent Index Number: 08-09-218-006-0000 /

LOT 19 IN BLOCK 7 IN ARLINGTON HEIGHTS GARDEN HOMESITES IN THE  
NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Initials:

Handwritten initials and signature.

Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all assessments that shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section...

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property...

2. Application of Payments or Proceeds. Except as otherwise described in this Section, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due...

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note...

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, 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.

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."

which currently has the address of 1243 S MITCHELL AVE, ARLINGTON HEIGHTS, Illinois 60005 ("Property Address"); [Street] [City] [Zip Code]



Initials: *67/AD*

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the

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

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender the lien or take one or more of the actions set forth above in this Section 4. Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy Instrument. If Lender determines that any part of the Property is subject to a lien which can be satisfied by this Security Instrument, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing manner provided in Section 3.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held accordance with RESPA, but in no more than 12 monthly payments. notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower if there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds accounting of the Funds as required by RESPA.

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

amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the in such amounts, that are then required under this Section 3.

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

Initials: *[Handwritten initials]*

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, or condemnation or foreclosure, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property, whether or not Borrower is residing in the Property, unless extenuating circumstances exist which are beyond Borrower's control.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

5. Insurance. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Borrower shall promptly repair or restore the Property to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with the Property if damaged to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

3. Lender shall maintain the Property pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair or restore the Property if damaged to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

1. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

LOAN #: 624812254



Initials: *GS/EDL*

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an

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

and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination. the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and to

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of

Insurance premiums). As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of

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

not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance. Mortgage Insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with

interest at the rate provided in the Note. Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does

such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for

the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance. Borrower designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making

that Lender requires (provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making

loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such

payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such

equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these

Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately

separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the cost to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to

Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

LOAN #: 624812254

Initials:

Handwritten initials and signature.

loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, 14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the 20) and benefit the successors and assigns of Lender.

agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's be a waiver of or preclude the exercise of any right or remedy.

payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not of Borrower. Any forbearance by Lender in exercising any right or remedy, including, without limitation, Lender's acceptance of of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower 12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of for in Section 2.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender. impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstates as provided in Section 19, by causing the result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could Proceeds.

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

the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property shall be paid to Borrower.

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

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums the order provided for in Section 2. Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be



Initials: *CS/RS*

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity

Section 18. fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right permitted by this Security Instrument without further notice or demand on Borrower.

than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less prohibited by Applicable Law.

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

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

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument gives sole discretion without any obligation to take any action.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include the plural and vice versa; and (c) the word "may" words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

16. Governing Law, Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other

Security Instrument. Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this

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

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

LOAN #: 624812254

virtue of the Illinois homestead exemption laws.

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

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, but only if the costs of title evidence, incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses of 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 notice to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right 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, provides otherwise. The notice shall specify: (a) the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise).

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under Section 18 unless Applicable Law provides otherwise. Lender shall give notice to Borrower, by which the default must be cured, the 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 any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise).

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:  
21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances in consumer products; (b) "Hazardous Substances" are those substances defined as toxic or hazardous substances in consumer products; (c) "Hazardous Substances" are those substances defined as toxic or hazardous substances in consumer products; (d) "Hazardous Substances" are those substances defined as toxic or hazardous substances in consumer products.

20. Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of discharge, release or threat of release of any Hazardous Substance, and (b) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances in consumer products; (b) "Hazardous Substances" are those substances defined as toxic or hazardous substances in consumer products; (c) "Hazardous Substances" are those substances defined as toxic or hazardous substances in consumer products; (d) "Hazardous Substances" are those substances defined as toxic or hazardous substances in consumer products.

22. Acceleration; Remedies. Lender shall give notice to Borrower, by which the default must be cured, the 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 any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise).

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, but only if the costs of title evidence, incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses of 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 notice to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right 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, provides otherwise. The notice shall specify: (a) the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise).

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

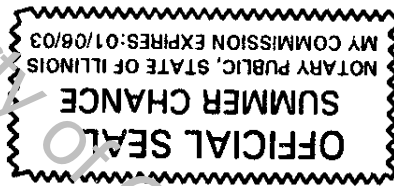
25. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, but only if the costs of title evidence, incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses of 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 notice to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right 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, provides otherwise. The notice shall specify: (a) the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise).

26. Acceleration; Remedies. Lender shall give notice to Borrower, by which the default must be cured, the 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 any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise).

27. Hazardous Substances. As used in this Section 27: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances in consumer products; (b) "Hazardous Substances" are those substances defined as toxic or hazardous substances in consumer products; (c) "Hazardous Substances" are those substances defined as toxic or hazardous substances in consumer products; (d) "Hazardous Substances" are those substances defined as toxic or hazardous substances in consumer products.

28. Acceleration; Remedies. Lender shall give notice to Borrower, by which the default must be cured, the 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 any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise).

Initials: *CS/MS*



(Serial Number, if any)

(Title or Rank)

Signature of Person Taking Acknowledgement

The foregoing instrument was acknowledged before me this 7/1/02 (date)

State of ILLINOIS County of: Cook

DEJAN JANKOVIC (Seal)

GORAN JANKOVIC (Seal)

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

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

LOAN #: 624812254

\* by his attorney in fact, Goran Jankovic

Property Clerk's Office



LOAN #: 624812254

**ADJUSTABLE RATE RIDER  
(1 Year Treasury Index--Rate Caps)**

THIS ADJUSTABLE RATE RIDER is made this 1ST day of JULY, 2002 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ABN AMRO MORTGAGE GROUP, INC., A DELAWARE CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 1243 MITCHELL AVE, ARLINGTON HEIGHTS, IL 60005.

**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:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**  
The Note provides for an initial interest rate of 5.25%. The Note provides for changes in the interest rate and the monthly payments as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**  
**(A) Change Dates**  
The interest rate I will pay may change on the 1ST day of JULY, 2005 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**  
Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is 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. The most recent Index figure available as of the date 45 days before each Change Date 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 Changes**  
Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE-FOURTHS (2.75%) to the Current percentage point(s) ( )

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

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

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Section 18 of the Security Instrument is amended to read as follows:

(F) Notice of Changes  
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and 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.

(E) Effective Date of 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 first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(D) Limit on Interest Rate Changes  
The interest rate I am required to pay at the first Change Date will not be greater than 7.25% or less than 3.25%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.00%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.25%.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

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

LOAN #: 624812254

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LOAN #: 624812254

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

  
BORAN JANKOVIC

(Seal)

*By his attorney in fact*  
  
DEJAN JANKOVIC

(Seal)

MULTISTATE ADJUSTABLE RATE RIDER—ARM 5-1—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3108 1/01

MULTISTATE ADJUSTABLE RATE RIDER—ARM 5-2—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3111 1/01

Page 3 of 3

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