1236/8167 25 881 Page 1 of 14 2002-08-23 14:10:21 Cook County Recorder 47.50



Return To:

NATIONAL CITY MORTGAGE CO. P.O. BOX 809068

DALLAS, TX 75380-906

Prepared By:

231-557

0001495744

MORTGAGE

FHA Case No.

1371892292-

State of Illinois 231557

THIS MORTGAGE ("Security Instrument") is given on the Mortgagor is

August 13, 2002

County

The Mortgagor is

EPHRAIM PUGH, III An Unmarried Man

("Borrower"). This Security Instrument is given to

STEWART TITLE OF ILLINOIS 2 ORTHLASALLE STREET, SUITE 1920 CHICAGO. IL 60602

which is organized and existing under the laws of whose address is

, and

SEVENTY ONE THOUSAND FOUR HUNDRED & 00/100 ("Lender"). Borrower owes Lender the principal sum of

· (

71,400.00

Dollars (U.S. \$ 71,400.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Illinois Mortgage - 4/96

4R(IL) (0109).01

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 8

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mortgage insurance 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 morthly 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 pay a mortgage insurance assessments levied or to be levied against the Property, (b) leasehold payments or ground terts on the Property, and (c) together with the principal and interest as set forth in the Note and any late charges, a rum for (a) taxes and special

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include 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 pay when due the principal of, and interest

UNIFORM COVENANTS.

Bottower and Lender covenant and agree as follows:

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

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

encumbrances of record.

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

by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." appurtenances and fixtures now or herester a part of the property. All replacements and additions shall also be covered TOGETHER WITH all an improvements now or hereafter erected on the property, and all easements,

90459 [City], Illinois [Zip Code] ("Property Address");

90 ARBUILLA DR #123, GLENWOOD

which has the address or Parcel ID #:

[Street]

ATTACHED LEGAL

COOK

County, Illinois: 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 File Number: TM65030

Unit 123 together with its undivided percentage interest in the common elements in Glenwood Manor # 1 Condominium, as delineated and defined in the Declaration recorded as document number 21074998, in the Southwest quarter of Section 33, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 931 Arquilla

Condo 123

Glenwood IL 60425

Property of County Clerk's Office

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 taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as require 1;

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

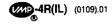
4. Fire, Flood and Other Hazard Lusurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts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

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to 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 outsigniding 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 P operty that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's can 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.

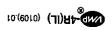
Initials:



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the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:



payments.

the entity legally entitled thereto.

unless Lender agrees to the merger in writing.

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 Security Instrument

defaults, require immediate payment in full of all sums secured by this Security Instrument it-(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment

Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to operate to prevent the enforcement of the lien; or (c) secures from the holde, 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 lies is a manner acceptable to Lender; (b) contests in Borrower shall promptly discharge any lien which has priorit over this Security Instrument unless Borrower: (a)

secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, Any amounts disbursed by Lender under this pacegraph shall become an additional debt of Borrower and be

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

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 Jorrawer and Protection of Lender's Rights in the Property. Borrower shall pay all

over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to monthly payn er's, 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

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

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

9. Grounds for Acceleration of Debt.

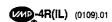
and at the option of Lender, shall be immediately due and payable.

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 it days of the giving of notice. a lien which may attain priority over this Security Instrument, Lender may give Bortower a notice identifying the lien.

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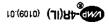
- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee 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) Mc. rga ge 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 arthorized 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 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 contrent 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 Linder had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender, has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument
- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Insurment by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Under 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 coverage's 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 Porrower 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.







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breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of

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

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

trustee for benefit of Lender only, to be applied to the sums secured by the Security Ins twinters (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and a substantial of the property of the

absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower as for Lender gives notice of breach to borrower as sometimes of Lender gives notice of breach to be applied to the security by Lender shall be required by the Security Instanton for Lender shall be applied to the applied to the property of Lender shall be applied to the applied to the security only.

the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each sorrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an

NON-UNIFORM COVENANTS. Borrower and Lender further contracts to Lender all the rents and revenues of the Present of Rents. Borrower unconditionally assigns and revenues of the Department of Rents and Rents

substances by Environmental Law and the follow as substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to hearn, safety or environmental protection.

necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrows:) as actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any temoval or other remediation of any Hazardous Substances affecting the Property is necessary Borrower shall promptly take all a recessary remedial actions in accordance with Environmental Law

appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by

any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is a violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appreparable to present the property of small quantities of the Property.

16. Hare done Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of

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

the Note are declared to be severable.

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

provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the invision in which the Property is located In the event that any provision or clause of this Security Instrument or the

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

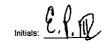
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18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided 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 Homes and. Borrower waives all right of homestead exemption in the Property.

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together
with this Security Instrument, the covenants of each such rider shall be incorporated 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)].
Condominium Pider
Planned Unit Development Rider Graduated Payment Rider CONDO
X AL USTABLE RATE RIDER
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Vic.



10.(9010) (JI)AP-4NN

OAK BROOK IL 60523 900 JORIE BLVD STE 192

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

ary Public	Public, State of Illinois maission Exp. 03/27/2004	L TAOUSIL
200 7 may	FICIAL SEAL" SISTI J. RYAN	My Commission Expires:
ree and voluntary act, for the Jeas and purposes therein	000	et forth. Given under my hand and offi
y known to me to be an same person(s) whose name(s)	em, appeared derore me mis da	subscribed to the foregoing instrums signed and delivered the said instrur
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0/	III whow	University 3
County ss: Public in and for said county and state do hereby certify	M(T). I TIBION B.	STATE OF JLLINOIS, I, CKILLINOIS, II, CKILLINOIS, II, CKILLINOIS,
-Вопоwег	TSW0TYOÀ.	
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[Se3]Bwono4-	-Bottower	
ь Бергия Эмопо В -		
врикатм висн/пп		
(Seal)		
		A INTERRES:

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

0050320885

0001495744

ADJUSTABLE RATE RIDER

FHA Case No. 1371892292-

THIS ADPUSTABLE RATE RIDER is made this 13th day of August , 2002 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

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

931 ARGUILLA DR #123 GI ENWOOD Illinois 60425

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONITALY 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 January , 2004 , and or that day of each succeeding year. "Change Date" means each date on which the practist 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 Index argue 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 of the new Index.

FHA Multistate ARM Rider - 10/95

EXIP-591U (9705)

Page 1 of 3

Initials . I. L

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(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of 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 Payment 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 change 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 tracrest 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 month, amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrover the notice of changes required by paragraph (F) of this Rider. Borrower shall have no obligation to pay 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.

Initials: C. K. M

591U (9705)

Page 2 of 3

BY SIGNING BELOW,	Borrower accepts and agrees to the ter	rms and covenants contained in this
Adjustable Rate Rider.	_	
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EPHPAIM TO TILL	-Borrower	-Borrower
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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 lapse 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 Porc wer are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

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

creating and governing the Condominium Project.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider. (Seal) (Seal) -Borrower -Borrower (Seal) (Seal) Clark's Office -Borrower -Borrower (Seal) (Seal) -Borrower -Borrower (Seal) (Seal) -Borrower -Borrower **2009-586U** (9705) Page 2 of 2



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FHA Multistate Condominium Rider - 10/95

So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condernium documents, including all improvements now existing or hereafter erected on the Property s.,d such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the pe iocs, and against the hazards Lender requires, including fire and other hazards included within the te,m "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lend: raives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of provision in Paragraph 2 of this Security Instrument for hazard insurance on the Property, to Concludation of the yearly premium installments for hazard insurance on the Property, to Concludation of the yearly premium installments for hazard insurance on the Property, to Concludation of the yearly premium installments for hazard insurance on the Property, to Concludation of the yearly premium installments for hazard insurance on the Property, to Concludation of the yearly premium installments for hazard insurance on the Property, to Concludation of the yearly premium installments for hazard insurance on the Property, the Concludation of the yearly premium installments and the property of the property of the yearly property of the ye

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

[Name of Condominium Trajeva]

("Condominium Project"). If the owners association or other early which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of 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.

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condominium project known as:

The Property includes a unit in, together with an undivided interest in the common elements of, a

931 ARGUILLA DR #123, GILINWOOD, Illinois 60425

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

("Borrower") to secure Fortower's Note ("Note") to

THIS CANDOMINIUM RIDER is made this Laben deemed to amend and supplement the Mortgage, 2002

And is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Scurity Deed ("Security Instrument") of the same date given by the undersigned

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FHA Case No.

CONDOMINIOM BIDER

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