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Cook County Recorder

48,50

MED BY&

NATIONAL CITY MORTGAGE CO.

P.O. BOX 809068

DALLAS, TX 75380-9068

COOK COUNTY RECORDER

UGENE "GENE" MOORE ING MEADOWS

Prepared By:

0001582003

State of Illinois

MORTGAGE

FHA Case No.

137-1952764- 729

THIS MORTGAGE ("Security Instrum.ent") is given on

September 25, 2002

The Mortgagor is

MICHAEL A HAINES Husband and Wife (Non Purchasing Spouse)

3th Clarks

("Borrower"). This Security Instrument is given to MDR MORTGAGE CORP

which is organized and existing under the laws of THE STATE OF ILLINOIS 60067 STE A, PALATINE IL 399 QUENTINE ROAD whose address is

, and

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED THREE THOUSAND TWO HUNDRED SIX & 00/100

Dollars (U.S. \$

103,206.00

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

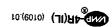
. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the 2032 Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance.

FHA Illinois Mortgage - 4/96

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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 mont'ny 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 sent on the Property, and (c) together with the principal and interest as set forth in the Note and any late charges, a turn 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.

I. Payment of Principal, Interest and Late Charge. Borrower shall ray 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 instrument covering real property.

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

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

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

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

[Zip Code] ("Property Address");

[Street]

14051 PARK AVE, DOLTON 61919 210-011-80-68

which has the address of

Parcel ID #:

LEGAL ATTACHED

County, Illinois:

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

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:

First, to the cortgage 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;

<u>Second</u>, to any ψ_{ABS} , special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as ψ_{ABS} , special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as ψ_{ABS} , special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as ψ_{ABS} , special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as ψ_{ABS} , special assessments.

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

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

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

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.

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

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

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

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

9. Grounds for Acceleration of Debt.

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

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

agrees in writing to the payment of the obligation secured by the own in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the horder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument, It Lender may give Entrower a notice identifying the lien a lien to this Security Instrument, Lender may give Entrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above winnin 10 days of the giving of notice.

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

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

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

affect Lender's rights in the Property (such as a proceeding in bankrupicy, for condemnation or to enforce laws or regulations), then Lender's rights in the Property and Lender's rights in the Property, including payment of taxes, hazerd insurance and other items mentioned in paragraph 2.

payments.

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

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

the entity legally exalted thereto.

7. Charges to Rotrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or man charges from and impositions that the Property.

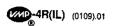
any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount of principal, and one that the due date of the monthly payments is an amount of principal and on paragraph 2, or change the amount of such payments. Any excess proceeds over an amount of principal to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to

unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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

- (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) Mor gage 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, the prire immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized 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 bas a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preciding 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 Wraver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The coverant, and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrover, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.



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

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

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would and unpaid to Lender's agent on Lender's written demand to the tenant.

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

If Lender gives notice of breach to Borrower: (a) all rents received by Borrover as absolute assignment and not an assignment for additional security only.

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

17. Assignment of Rents. Borrower unconditionally assign, and transfers to Lender all the rents and revenues of NON-INIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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

As used in this paragraph 16, "U" ardous Substances" are those substances defined as toxic or hazardous necessary, Borrower shall promptly take all a ecessary remedial actions in accordance with Environmental Law.

regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is Environmental Law of which Borrover has actual knowledge. If Borrower learns, or is notified by any governmental or any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by appropriate to normal 'esid ential uses and to maintenance of the Property.

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

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

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

the Note are declared to be severable.

which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the 14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the provided in this paragraph.

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

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

BY SIGNING BELOW, Borrower accepts and agrees to rider(s) executed by Borrower and recorded with it.	o the terms contained in this Security Instrument	and in any
Witnesses:	Michael Attained	(01)
	MICHAEL A HAINES	(Seal) -Borrower
	arcana i	-Dollo wet
	Graith P. Haine	(Seal)
	Graith P. Hames	-Borrower
(Seal)	at it a sololy for the	(Seal)
-Borrower	Signing solely for the	-Borrower
700	number of waiving ally	
	and all homestead rights	(Seal)
(Seal)	and all nomests	-Borrower
-Borrower		
		(C) 1)
(Seal)		(Seal)
Concower		-Borrower
4	_	
STATE OF ILLINOIS, I, UNULTIQUED, a No that Michael A. Haires, Ma Glath P. Haires	ot; ry Public in and for said county and state do he	reby certify
michael A. Haires, Ma	uu a t	
gradish P. Haires		
ners	sonally known to me to be de same person(s) who	ose name(s)
subscribed to the foregoing instrument, appeared before me	this day in person, and acknowledged that	en
signed and delivered the said instrument as	free and voluntary act, for the disci and purp	oses herein
set forth.	th day of september ?	002
Given under my hand and official seal, this	THE MAY OF YOR THE MAY OF THE PARTY OF THE P	
My Commission Expires		
OFFICIAL SEAL		/
NAVA CABREDA		
S STATE OF ILLINOIS (Notary Public	
> NAV COMMISSION EXPINE		
Přepařěd by: EVA HODERMARSKY		
MDR MORTGAGE CORP		
399 QUENTINE ROAD STE A		
PALATINE IL 60067		

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hae basere lieds has otai b	Growing Equity Rider	'MINIMINETE CITTONG CITTO TOTAL
Property.	· Borrower waives all right of homestead exemption in the	20. Waiver of Romestead
der shall release this Security	ent of all sums secured by this Security Instrument, Lendortower, Borrower shall pay any recordation costs.	19. Release. Upon payme instrument when charge to Bo
licial power of sale provided 51 et seq.) by requesting a 51 to sell the Droporty as	in this Security Instrument is held by the Secretary der Paragraph 9, the Secretary may invoke the nonjudage Foreclosure Act of 1994 ("Act") (12 U.S.C. 379 signated under the Act to commence foreclosure as in the preceding sentence shall deprive the Secreta in the preceding sentence shall deprive the Secreta	in the Single Family Mortga foreclosure commissioner des provided in the Act. Nothing

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

and costs of title evidence.

\$799974

UNOFFICIAL CORNES

0001582003

ADJUSTABLE RATE RIDER

FHA Case No.

137-1952764- 729

September 25th day of THIS ADJUSTABLE RATE RIDER is made this , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Eoriover's Note ("Note") to

MDR MORTGAGE CORP

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

14051 PARK AVE DOLTON Illinois 60419

IP- or city Address]

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

ADDITIONAL COVENANTS. In addition to the covenant 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

2004 The interest rate may change on the first day of January that day of each succeeding year. "Change Date" means each date on which the itagrest 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 figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender vill use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary means the Searchary of Housing and Urban Development or his or her designee." Lender will give Borrower notice of the new

FHA Multistate ARM Rider - 10/95

-591U (9705)

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VMP MORTGAGE FORMS - (800)521-7291

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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 TWO AND 3/4THS

percentage point(s)

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

(D) Limits or 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 Paymer: Change

If the interest rate changes can 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 northly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monally amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower, the notice of changes required by paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph (E) of this Rider for any payment, date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph (E) of this Rider decreased, but Lender failed to give timely notice of an 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: MIU JH

591U (9705)

Page 2 of 3

BY SIGNING BELOW, Borrower Adjustable Rate Rider.		agrees to the terms and covenants contained	in this
MICHAEL A COTAMA	(Seal)		_(Seal)
MICHAEL A HAINES	-Borrower	-i	Borrower
Grath P. Hains	(Seal)		_(Seal)
Avaith P. Hoines	-Borrower	-F	Borrower
	(Seal)		_(Seal)
Ox	-Borrower	-1	Borrower
		•	20110 11 61
	(Seal)		_(Seal)
	-Demower	-1	Borrower
	$O_{\mathcal{L}}$	Clark's Or	

Page 3 of 3

591U (9705)

BORROWER OCCUPANCY RIDER

This Borrower Occupancy Rider	is made this 25th day of Sep kmber
, and is incorporated into an	d shall be deemed to amend and supplement the
The second of th	ed the "Security Instrument" of the
by the undersigned (the "Borrower") to se	cure said borrower's Note to
"Lender") of the same date and covering located at:	the property described in the Security Instrument and
O _A	
——————————————————————————————————————	
Additional CC-X / Y	
Security Instrument By nants. In addit	ion to the coveraus and appropries made in the
Security Instrument, Borrower and Lender	further covenant and agree as follows:
BORROWER OCCUPANCY COVENA	NT
Borrower agrees to occupy the pro	verty as borrower's principal residence within sixty
()) arior the date of the Section's	Incoment it Domestian 1
respond that may, at its officer realing	re immediate normant in full con
ins of the state o	DIION What not be everying by I am to the
prohibited by law as of the date of the Secu	prity Instrument
By signing below, Borrower accepts	s and agrees to the terms and covenants contained in
this Borrower Occupancy Rider.	as to the terms and covenants contained in
1. A 11/ 1 A	(Q ₄)
Mukasil Allamil	74,
- Thomas Julian 18	1,0
Borrower	Borrower
	Bollowel
Borrower	Borrower
	Dollowel
Domestic	
Borrower	Borrower
Borrower	Dominum
	Borrower

OCCRIDER

EXHIBIT A

0021089974

FILE:

02005003

THAT PART OF LOT 9 IN BLOCK 1 IN DOLTON, A SUBDIVISION IN SECTION 3, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 9, THE NORTH 45 FEET ALONG THE WEST LINE OF SAID LOT; THENCE EAST 130 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT; THENCE SOUTH 45 FEET ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT AND THENCE NE EET .
IN C.

COOK COUNTY CIERTS OFFICE WEST 130 FEET ALONG THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.