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ABN AMRO Mortgage Group, Inc. 2600 West Big Beaver Road, Troy, MI 48084

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Cook County Recorder



Prepared By: Debbie Cavallero ABN AMRO Mortgage Group, Inc. 1643 N. Harrison Parkway Building H Sunrise FL, 33323-0000

[Space Above This Line For Recording Data]

MORTGAGE

AB00228078 0626824311

LaSalle Bank is Successor Trustee to American National **Bank And Trust Company of Chgo**

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 the regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated October 10, 2002 together with all Riders to this document.

(B) "Borrower" is *American National Bank And Trust Company of Chicago, As Trustee under Trust agreement Dated August 31, 1995 and known as Trust number 300526-J9 and not personally

Borrower is the mortgagor under this Security Instrument. (C) "Lender" is ABN AMRO Mortgage Group, Inc.

Lender is a Corporation The State of Delaware organized and existing under the laws of

ILLINOIS -S ingle Family -Fa nnie Mas/Freddia Mac UNIFORM INSTRUMENT

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VMP MORTGAGE FORMS - (800)621-7291



12451

Lender's address is 2600 West Big Beaver Road, Troy, MI 48034

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Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated October 10, 2002 The Note states that Borrower owes Lender Four Hundred Twenty-Five Thousand and
00/100 Dollars
(U.S. \$ 425,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 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) "Right" 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]:
X Adjustable Rice Rider Condominium Rider Second Second
Balloon Ride: Planned Unit Development Rider 1-4 Family Rider
VA Rider Biweekly Payment Rider Legal Description
(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.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
charges that are imposed on Borrower or he Property by a condominium association, homeowners
association or similar organization. (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 in truct, 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.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
by any third party (other than insurance proceeds paid under the coverage 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.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpay unit of, or default on
the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and inverse under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et sec.) and its
implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from in to
time, or any additional or successor legislation or regulation that governs the same subject matter. As used
in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard
to a "federally related mortgage loan" even if the Loan does not qualify as a 'federally related mortgage
loan" under RESPA.
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(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and a 1 renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property located in the [Type of Recording Jurisdiction] City

Chicago ٥f

(Name of Recording Jurisdiction):

See Preliminary Title Report

THE WITHIN MORTCANE CONSTITUTES A FIRST LIEN ON THE PREMISES DESCRIBED

Parcel ID Number: 1464 North Paulina Chicago ("Property Address"):

which surrently has the address of [Street] [Zip Code]

which currently [City], Illinois 60622

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cooperty. All
cooing is TOGETHER WITH all the improvements now or hereafte, erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacin tents and additions shall also be covered by this Security Instrument. All of the injegoing is referred, a in this

Security Instrument as the "Property." BORROWER COVENANTS that Borrower is lawfully seised of the estat hereby con the and has the right to mortgage, grant and convey the Property and that the Property is une cumbere encumbrances of record. Borrower warrants and will defend generally the title to the Property of inst all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and lon-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real ргорепту.

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

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. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

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currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notic; provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Londer may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on anapolied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Londer shall relieve Borrower from making payments due under the Note and this Security instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payagor's or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Londor shall be applied in the following order of priority: (a) interest due under the Note; (b) principal que 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. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Nova.

If Lender receives a payment from Borrower 10: ad elinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is cuts anding, Lender may apply any payment received from Borrower to the repayment of the Periodic Paymen's if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late of arges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellan ous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the and 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; (b) leasehold payments or ground tents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Murtage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment. Mortgage Insurance premiums in accordance with the provisions of Section 10. Those items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, for and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

initials:

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due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Leader receipts evidencing such payment within such time period as Leader may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to aw aiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall 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 at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Fundant the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or endry (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Luap ornk. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lander shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permit. Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest 10 00 paid on the Funds, Londer shall not be required to pay Borrower any interest or earnings on the Fulds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in vocrow, as defined under RESPA., Lender shall account to Borrower for the excess funds in accordance with REPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Box ower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in scrow, as defined ander RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall ply to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security instrument, Leader shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security II strument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fee, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the mai ner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the tion in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the live in good faith by, or defends against enforcement of the lien in, legal proceedings which in Landor's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the I roporty is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

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

If Borrower fail: 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 Property, against any risk, hazard or liability and might provide greater or lesser coverage than was proviously 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 secure (b) 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.

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 straderd mortgage clause, and shall name Lender as mortgages and/or as an additional loss payes. Lender sha'l have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid promiums 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.

In the event of loss, Borrower shall give prompt notics to the insafface carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lende and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance vas equired by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair it, conomically 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 Leader'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 Applicante Law requires interest to be paid on such insurance proceeds. Lender shall not be required to pay Borrov et my 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, whother or not then due, with



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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied ir the order provided for in Section 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 amounts 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.

6. Compancy. 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 I or ower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agreet is writing, which consent shall not be unreasonably withhold, or unless extenuating

circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or imper the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property four, deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 three-pair or restoration is not economically feasible, Borrower shall promptly repair the Property ifd maged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in contection with damage to, or the taking cf, 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. In the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not 'clieved of Borrower's obligation for the completion of such repair or restoration.

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

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 gave 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 Fort wer's occupancy of the Property as Borrower's principal residence.

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/ourights under this Security Instrument (such as a proceeding in bankruptcy, probate, for concemnation or to reiture, 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 co and pay for what wer 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, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable



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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless

Lender appear to the merger in writing.

10. Mertgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgago Insurance it effect. If, for any reason, the Mongage In urance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially quivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selecter by Lender. If substantially 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 payments as a non-refundable loss reserve in lieu of Morrgage 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 of earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance to large (in the amount and for the period that Londer requires) provided by an insurer selected by Londer again becomes available, is obtained, and Lender requires separately designated payments toward the prem ums for Mortgage Insurance. If Lender required Mortgage Insurance as ac ondition of making the Loan and dor ower was required to make separately designated payments toward the premiums for Mortgage Insurance. Borrower 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 agreen ent between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rare provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that the chases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrow r 12 not a party to the Mortgage

Mortgage insurers evaluate their total risk on all such insurance in torce from time to time, and may enter into agreements with other parties that share or modify their risk, or leader losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the morrgage insurer to make of yments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

(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 wil not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.



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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under 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/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby

assigned to and shall be paid to Lender.

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 agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any in crest or earnings on such Miscellaneous P.oceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Engeellaneous 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 Miscellaneous Proceeds shall be

applied in the order provided for in Section 2. In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market the excess, if any, paid to Bo To vervalue of the Property immediately betwee the partial taking, destruction, or less in value is equal to or greater than the amount of the sures secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, and ss Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument snait he reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, dostruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction or less in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or less in value of the Proper y in which the fair market

value of the Property immediately before the partial talling, destruction, or loss in value is less than the amount of the sums secured immediately before the protest taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscrata leous Proceeds shall be applied to the sums

secured by this Security Instrument whether or not the sums are tuen due.

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

regard to Miscellaneous Proceeds. Borrower shall be in default if any action or proceeding, whether civil or critainal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material Lapairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action of proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The preceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the imparty are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be

applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

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to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, hall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's objections under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's 12013 and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not have to, autorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Lew.

If the Loan is subject to a law which sets or simum loan charges, and that I w is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shill be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Porrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any repayment 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.

must be in writing. Any notice to Borrower in connection with this Security increment 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 Borrower's 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 hall 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 Security Instrument.

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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 provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to

take any action.

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

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

If all or any part of the Property or any Interest in the Property is sold or ransferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Ler for 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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall Applicable Law. provide a period of not less that. 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay 2 is 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 not ce or demand on Borrower. 19. Borrower's Right to Reinsta'e After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have entory-ment of this Security Instrumen: discontinued at any time prior to the earliest of: (a) five days before tale of the Property pursuant to Security Instrument; (b) such other period as Applicable I aw night specify for the term nation of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that

Borrower: (a) pays Lender all sums which then would be due under this Securi y Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incarred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrumen; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following toring, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or centier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Scurity Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occur.eo. However, this

right to reinstate shall not apply in the case of acceleration under Section 18. 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 (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and pen'orms other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan

Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

NOTICIA PE LA SECO

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursue to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardone Substances. As used in this Section 21: (a) "Hazardone Substances" are those substances defined as to air or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solve its materials containing aspestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environn ental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the preserce, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Frogerty (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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 is coring the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the prosence, 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 remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take a t nucessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

- 22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of 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 default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cared on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but at imited to, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Security Instrumen., Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrumon, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted Locar Applicable Law.
- 24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illin is nomestead exemption laws.
- 25. Placement of Collateral Protection is surance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's a securent 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 I ender 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 or sy 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 coats of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurar contains the more than the cost of insurance Borrower may be able to obtain on its own.

Form 3014 1/01 12461

Office

From-ABIN AMPONONTO FFICIA SE 43201 680 COPT-301 P. 022/029

LaSalle Bank National Association, exculpatory rider attached hereto and made a part hereof.

Witnesses:	Trustee to American National Bank And Trust Company of C
	(Seal) Xamerican National Bank And Translewer Company of Chicago, As Trustee underTrust agreement Dated August 31, 1995 and known as Trust No. 300526709 and net personally Bus Alexandres (Seal)
O CONTRACTOR OF THE PARTY OF TH	TRUST OFFICER
(Seal) Borrower	-Botrower
-Borrower	(Seal) -Borrower
(Seal)	-Borrower
•	-Bottowat

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UNOFFICIAL COPY

LASALLE BANK NATIONAL ASSOCIATION LAND TRUST DEPARTMENT RIDER

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE DATED 10/10/02 UNDER TRUST NUMBER 300526-09

This Mortgage or Trust Deed in the nature of a mortgage is executed by LaSalle Bank National Association, not personally, but as trustee under Trust Number 300526-09 in the exercise of the power and authority conferred upon and vested in it as such trustee (and said LeSalle Bank National Association hereby warrants that it possesses full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured noreby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LaSalle Bank National Association, personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either expressed or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgage or trustee under said Trust Deed, the legal owners or hoiders of the note, and by every person now or hereafter claiming any right or security hereunder, and that so far as the mortgagor or grantor and said LaSalle Bank National Association personally are concerned, the legal holders of the note and the owner or owners of any indebted ne's accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, it any. Trustee does not warrant, Atal u indemnify, defend title nor is it responsible for any enviror mental damage.

**LaSalle, Bank is Succes Thister to American National at

Bank And Trust Company of Chgo.

STATE OF ILLINOIS,

SPRING ALEXANDER TRUST OFFICER Cook County ss:

, a Notary Public in and for said county and

1, the undersighed

state do hereby certify that * American National Bank And Trust Company of Chicago as Trustee under Trust agreement dated August 31, 1995 and known

as trust number 300526-09

15 personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that me/she/many signed and delivered the said instrument as Wh/her/ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

loth

day of Oct.ober, 2002

My Commission Expires: 113 -17 -04

The Or Cook County Clark's Office

(IL) (0010)

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

AB00228078 0626824311

October, 2002 , 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 (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.

(the "Lender") of the same date and covering the property described in the Security Instrument and 1464 Nozrh Paulina, Chicago, IL 60622

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOYE 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 agreen ents made in the Security Instrument, Borrower and Lender further covenant and ar ee as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.25 changes in the interest rate and the monthly payments as follows: %. The Note provides for

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of February, 1703 and on that day every 12th month thereafter. Bach date on which my interest ri e could change is called a "Change Date."

MULTISTATE ADJUSTABLE RATE RIDER -AR M 5-2 -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Fannie Mae 4-2/5-2/8-2 ARM

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

(C) Calculation of Changes

Before each Charge Date, the Note Holder will calculate my new interest rate by adding percentage points Two and Three-Quarcars (%) to the Current Index. The Note Holder will then round the result of this 2.75 addition to the nearest one-eighth of one percentage point (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.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expect d 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at he first Change Date will not be greater than %. Thereafter, my interest rate will 3.25 % or less than never be increased or decreased on any single Change Data by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be %. 11.25 greater than

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will may 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.

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(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.

B. TRANSPER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Section 18 of the Security Instrument is amended to read as follows:

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 at a future date to a purchaser.

If all or any part of any Property or any Interest in the Property is sold or transferred (or if Borrower is not an atural purson and a beneficial interest in Borrower in sold or transferred) without Lender's prior written consent, Lender may require immediate gayment in full of all sums secured by this Security Lesteument. However, this option shall not be exercised by Lender if such exercise is prohibited by I policable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to leader information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce; 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.

To the extent permitted by Applicable Law, Lender may charge ; 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 Lend's and that obligates the transferee to keep all the promises and agreements made in the Nove and in this Security Instrument. Borrower will continue to be obligated under the Note and his 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 no. less than 30 days from the date the notice is given in accordance with Section 15 within which Il prower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Socurity Instrument without further notice or demand on Borrower.

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Trustee to American National (OT) Bank And Trust Company of Chgo

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

	(Seal)	(Seal)
American National Bank Company or Chicago, As Dated August 31, 1995 a 300526-09 aranglessond	nd known as Trust number	-Borrower nen't
Ru: Oping Ho	xandor(Scal)	(Scal)
SPRING ALEXANDER TRUST OFFICER	-Borrower	-Borrower
	(Seal)	(Seal)
	- (SCAL)	-Borrower
	C	
	-Borrower	-Borrower
ARM 5-2-Single Family-fann	ie Hae/Freddle Hac Uniform Instrument	Fr/m Q111 3/85
822R (0008)	Page 4 of 4	Form 3111 1/01
		99436
		(CO

ESCROW NO.: 1301

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STREET ADDRESS: 1464 NORTH PAULINA

CITY: CHICAGO

ZIP CODE: 60622

COUNTY: COOK

TAX NUMBER: 17-06-210-042-0000

LEGAL DESCRIPTION:

DOOR OF CO LOT 4 IN BLOCK 6 IN MCREYNOLD'S SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK OUNTY CLERT'S OFFICE COUNTY, ILLINOIS.