2003-02-20 13:31:05

Cook County Recorder

58.50

Return To:

Principal Residential Mortgage, Inc. 7601 Office Plaza Drive North, Suite 125 West Des Moines, IA 50266-2321



Prepared By:

Kimberlee Wood

Principal Residential Mortgage, Inc.

1101 31st, Suite 110, Downers Grove, IL 60515

Phone Number: (630) 829-9490

7148-00K

[Space Above This Line For Recording Data]-

MORTGAGE

MIN 100026600062347849



DEFINITIONS

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

(A) "Security Instrument' meansthis document, which is dated February 14, 2003 Control Office together with all Riders to this document.

(B) "Borrower" is

Allison K Brown, a married person

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3014 1/01

-6A(IL) (0010)

Page 1 of 15



JI.M

VMP MORTGAGE FORMS - (800)521-7291



30238915

Form 3014 1/01

(D) "Lender" is Principal Residential Mortgage, Inc.
Lender is aCorporation organized and existing under the laws to the State of Iowa Lender's address is 711 High Street, Des Moines, IA 50392 .
(E) "Note" meansthe promissory notes igned by Borrower and dated February 14, 2003. The Note states that Borrower owes Lender
One Hundred Thirty Five Thousand and 00/100 Dollars (U.S. \$135,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 1, 2033.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) '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. (H) 'Riders' means all Riders to this Security Instrument are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
Adjustable Rate Rider Condominium Rider Second Home Rider Balloon Rider Condominium Rider Second Home Rider VA Rider Biw ekiy Payment Rider Other(s) [specify]
(I) "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.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Proper y by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transactionoriginated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tapes o as to order, instruct, or at thorize a financial institution to debit
or credit an account. Such term includes, but is not limited to, point of saletransfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers. (L) "Escrow Items" meansthose items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation settlement award of damagez, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damageto, 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) misrepresentation of, or omission as to, the value and/or condition of the Property. (N) "Mortgage Insurance" means in surance protecting Lender against the nonpayment of, or default on,
the Loan.
(O) "Periodic Payment" means the regularly schedule damount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additionalor successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirement 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.
Initials: W. M.

Page 2 of 15

-6A(IL) (0010)

30238915

(Q) "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 Instruments ecures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

County

[Type of Recording Jurisdiction]

of

Cook

[Name of Recording Jurisdiction]:

PARCEL 1: JNIT 7D TOGETHER WITH ITS UNDIVIDED PERCENTAGE ONTEREST IN THE COMMON ELEMENTS IN 7123-33 NORTH DAMEN AVENUE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0020198023, AS AMENDED FROM TIME TO TIME, IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 41 NO TH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDAIN, IN COOK COUNTY, ILLIVISTS.

PARCEL 2: EXCLUSIVE USE FOR PARKING AND STORAGE PURPOSE IN AND TO PARKING SPACE NO. 230 LIMITED COMMON FLEMENTS. AS SET

SPACE NO. P3 AND STORAGE SPACE NO. S7D, LIMITED COMMON ELEMENTS, AS SET FORTH AND DEFINED IN CALL DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, JLLINOIS.
P.I.N. 11-31-200-001 OCH COUNTY

Parcel ID Number:

("Property Address"):

which currently has the address of

[Street]

Chicago

[Ci.y], Illinois 60645

[Zip Code]

TOGETHERWITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrumentas the "Property." Borrowerunderstands and agrees that MELS holds only legal title to the interests granted by Borrowerin this Security Instrument, but, if necessary to comply with law or custom, MERS (as nomineefor Lenderand Lender's successors and assigns) has the right conserving exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the P. overty; and to take any action required of Lender including, but not limited to, releasing and canceling inic Security Instrument.

7133 N Damen #7,

BORROWEROVENANTShat Borroweris lawfully seised of the estatehereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered except for encumbrances of record. Borrowerwarrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

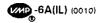
THIS SECURITYINSTRUMENTcombines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real

UNIFORMCOVENANTSBorrowerand Lendercovenant and agree as follows:

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

Page 3 of 15

Form 3014 1/01



30238915

pursuant to Section 3. Payments due under the Note and this Security Instruments hall be made in U.S. currency. However, if any check or other instrument received by Lenderas payment under the Note or this Security Instruments returned to Lenderunpaid, Lendermay 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 deemedreceived by Lenderwhen received at the location designated in the Note or at such other location as may be designated by Lenderin accordance with the notice provisions in Section 15. Lendermay return any payment or partial payment or partial payments are insufficient to bring the Loan current. Lendermay acceptany payment or partial payment insufficient to bring the Loan current, without waiver of any rights here under 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 accepted. If exc. Periodic Payment is applied as of its scheduled due date, then Lender need not pay intereston unapplie funds. Lendermay hold such unapplied funds until Borrowermakes payment to bring the Loan current. It Lorrowerdoes not do so within a reasonable period of time, Lendershall either apply such funds or return to mid 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 Lendershall relieve Borrower from making payments due under the Note and this Security Instrument.

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

If Lender receives a payment from Borrower for Adelinquent 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 outstand in Dendermay apply any payment received from Borrower to the repayment of the Periodic Payments 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 one or more Periodic Payments, such excess may be applied to any late charges the Note.

Any application of payments, insurance proceeds, or Miscellaneous 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. Borrowershall pay to Lender on the day Periodic Psyments 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 Instruments a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property; if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lendermay require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments hall be an Escrow Item. Borrowershall promptly furnish to Lenderall notices of amounts to be paid under this Section. Borrowershall pay Lenderthe Funds for Escrow Items unless Lenderwaives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to LenderFunds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrowershall pay directly, when and where payable, the amounts

Page 4 of 15

-6A(IL) (0010)

30238915

due for any Escrow Itemsfor which paymentof Funds has been waived by Lenderand, if Lenderrequires, shall furnish to Lenderreceipts evidencing such payment within such time period as Lendermay 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 Borroweris obligated to pay Escrow Items directly, pursuant to a waiver, and Borrowerfails to pay the amount due for an Escrow Item, Lendermay exercise its rights under Section 9 and pay such amount and Borrowershall then be obligated under Section 9 to repay to Lenderany such amount. Lendermay 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, Borrowershall pay to Lenderall Funds, and in such amounts, that are then required under this Section 3.

Lend c may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lendershall 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 Law.

The Funds shall or held in an institution whose deposits are insured by a federal agency, instrumentality or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank Lendershall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lendershall not charge Borrowerfor holding and applying the Funds, annually analyzing the escrow account, or verlight g the Escrow Items, unless Lenderpays Borrowerintereston the Funds and Applicable Law permits Lendersto makes uch a charge. Unless an agreements made in writing or Applicable Law requires interest to be poid on the Funds, Lendershall not be required to pay Borrower any interestor earnings on the Funds. Borrower and Lendercan agree in writing, however, that interest shall be paid on the Funds. Lendershall give to Porrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrowerfor the excess funds in accordance with RESPA if there is a shortage of Funds held in escrow, as defined under RESPA, Lendershall notify Borroweras required by RESPA, and Borrowershall pay to Lenderthe 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 escrow, as defined under RESPA, Lendershall notify Borroweras required by RESPA, and Borrowershall pay to Lenderthe amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon paymentin full of all sums secured by this Security Instrument, Londershall promptly refund to Borrower any Funds held by Lender.

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

Borrowershall promptly discharge any lien which has priority over this Security Instrumentumless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender'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 at is factory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument Lendermay give Borrowera notice identifying the

-6A(IL) (0010)

Initial UM Form 3014 1/01

Page 5 of 15

30238915

lien. Within 10 days of the dateon which that notice is given, Borrowershall satisfy the lien or takeone 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. Borrowershall keep the improvements now existing or hereaftererected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquake and floods, for which Lenderrequires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lenderrequires. What Lenderrequires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrowers ubject to Lender's right to discoprove 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 pertification 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 might affect such determination certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrowerfails 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 equitiving the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance overage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any consumpted is bursed by Lender under this Section 5 shall become additional debt of Borrower secured by the Security Instrument. These amounts shall be arinterest 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 insurancepolicies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard no trgage clause, and shall name Lender as mortgage eand/or as an additionalloss payee. Lendershall have the right to hold the policies and renewal certificates. If Lenderrequires, Borrowershall promptly give to Lendership receipts of paid premiums and renewal notices. If Borrowerobtains 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, Borrowershall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lendershall have the right to hold such insurance proceeds until Lenderhas 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. Lendermay disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lendershall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrowershall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

Page 6 of 15

-6A(IL) (0010)

Initials: HE U.M.
Form 3014 1/01

30238915

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and relatedmatters. If Borrowerdoes not respond within 30 days to a notice from Lenderthat the insurance carrier has offered to settle a claim, then Lendermay 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 proceedsin an amountnot 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 unearnedpremiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lendermay 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. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within for days after the execution of this Security Instrumentand shall continue to occupy the Property as Borrow of principal residence for at least one year after the date of occupancy unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrowershall not destroy, damage or impair the Property, allow the Property to deteriorateor commit waste on the Property. Whetheror not Borrower's residing in the Property, Borrowershall maintainthe Property in order to prevent the Property from deterioratingor decreasing in value due to its condition. Unless it is determined our suant to Section 5 that repair or restoration is not economically feasible. Borrower shall promptly repair the Property if damaged to avoid further deteriorationor damage. If insurance or condemnation proceeds are paid in connection with domageto, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lenderhas released proceeds for such purposes. Lendermay disburse proceeds for the repairs and restoration in a single paymentor in a series of progress payments as the work is completed. If the insular coor condemnation proceeds are not sufficient to repair or restore the Property, Borroweris not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and ir spections of the Property. If it has reasonablecause, Lendermay inspect the interior of the improvement or the Property. Lendershall give Borrower notice at the time of or prior to such an interior inspect on 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 knowledgeor consentgave materiallyfalse, misleading, or inaccurate information or statement to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representation include, but are not limited to, representation concerning Borrower's occurancy 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) Borrowerfails to perform the covenants and agreement contained in this Security Instrument (b) there is a legal proceedingthat might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrumentor to enforce laws or regulations), or (c) Borrowerhas abandonedthe Property, then Lendermay do and pay for whateveris 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

-6A(IL) (0010)

Initials UM

30238915

attorneys'fees to protectits interestin the Propertyand/or rights under this Security Instrument including its secured position in a bankruptcyproceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replaceor 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 Lendermay take action under this Section 9, Lenderdoes not have to do so and is not under any duty or obligation to do so. It is agreed that Lenderincurs 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 payment.

If this Security Instrumentis on a leasehold, Borrowershall comply with all the provisions of the lease. If Porrowersquiresfee title to the Property, the leasehold and the fee title shall not merge unless

Lender agrees to the merger in writing.

10. Mortgage Insurance. If LenderrequiredMortgage Insuranceas a condition of making the Loan, Borrowershall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insuration coverage required by Lenderceases 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 equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Bo rover of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Londer If substantially equivalent Mortgage Insurance coverage is not available, Borrowershall continuet pay to Lenderthe amount of the separately designated payments that were due when the insurance coverage cased to be in effect. Lender will accept, use and retain these payments as a non-refundableloss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable notwithstanding the fact that the Loan is ultimately paid in full, and Lendershall not be requiredto pay Borrowerany interestor earnings on such loss reserve. Lender can no longer requireloss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lenderrequires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separatelydesignatedpaymentstowardthe premiumsfor Mortgage Insurance. If Lenderrequired Mortgage Insuranceas a condition of making the Loan and Borrowe, 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-refundableloss reserve, until Lender's requiremenfor Mortgage Insuranceends in accordance with any written agreement between Borrower and Lenderproviding 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 rate provided in the Note.

Mortgage Insurancereimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enterinto agreements with other parties that share or modify their risk, or reduceloss (s. T iese agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (m parties) to these agreements. These agreements may require the mortgage insurer to make payments 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, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

Initials: MB U.M

Form 3014 1/01

30238915

(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, Lendershall 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 on faction, provided that such inspections hall be undertaken promptly. Lendermay 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 receds, Lendershall not be required to pay Borrower any interest or earnings on such Miscellaneous roce dos. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous 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 aking, destruction, or loss in value of the Property, the Miscellaneous Proceedsshall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrov/er.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total arcount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

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

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

Borrowershall be in defaultif any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Ender'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 or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes for feiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property 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 paymentor modification of amortization of the sums secured by this Security Instrument granted by Lender

Initials: 1/01 Form 3014 1/01



30238915

to Borroweror any Successorin Interestof Borrowershall not operate release the liability of Borrower or any Successors in Interestof Borrower. Lendershall 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 demandmade by the original Borrower any Successors in Interest of Borrower. Any for bearance 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 in amounts less than the amount then due, shall 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. Borrowercovenants and agreesthat Borrower's obligations and liability shall be joint and several. However, any Borrowerwho co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument, 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, for bear or make any accommodations with regard to the terms of this Security Instrumentor 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 obligations and or this Security Instrumentin writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and tiability under this Security Instrumentualess Lenderagrees to such release in writing. The covenants and agreements of this Security Instruments blind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender my charge Borrower fees for services performed in connection with Borrower's default, for the purpose of projecting Lender's interest in the Property and rights under this Security Instrument, including, but not him teel to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of expressauthority in this Security Instrument o charge a specific fee to Borrowershall not be construed as a prohibition on the charging of such fee. Lendermay not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximy mean charges, and that law is finally interpretedo that the interestor other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall 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 Borrower. It a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower's Lender in connection with this Security Instrument must be in writing. Any notice to Borrowerin connection with this Security Instrumer 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 all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrowerhas designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lenderspecifies 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 Instrumentat 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 Instrumentshall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instruments also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

-6A(IL) (0010)

Initials 4 1/01

UNOFFICIAL COPY 302389,0

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 Instrumentare subject to any requirements and limitations of ApplicableLaw. ApplicableLaw might explicitly or implicitly allow the parties to agree by contractor 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 Instrumentor the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrumentor 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 neuterwords 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

17. B in ower's Copy. Borrowershall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interestin the Property" means any legal or beneficial interestin the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contractfor deed, installments ales contractor escrow agreement, are intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any partof the Property or any Interestin the Property is sold or transferred (or if Borrower is not a natural person at d 1 beneficial interestin Borroweris sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this of tion shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option Let dershall give Borrowernotice of acceleration. The notice shall provide a period of not less than 30 day, from the date the notice is given in accordance with Section 15 within which Borrowermust pay all sund secured by this Security Instrument. If Borrowerfails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrowershall have the right to have enforcemento, this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the reperty pursuant to Section 22 of this Security Instrument;(b) such other period as Applicable Law might, specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower:(a) pays Lenderall sums which then would be due under this Security 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 aimited to, reasonable attorneys' fees, propertyinspectionand valuationfees, and otherfees incurred for the purpose of protecting Lender's interestin the Property and rights under this Security Instrument and (d) talles such action as Lendermay 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 unchangedunless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatementums and expenses 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, institution whose deposits are insured by a federal agency, institution whose deposits are insured by a federal agency, institution whose deposits are insured by a federal agency, institution whose deposits are insured by a federal agency, institution whose deposits are insured by a federal agency, institution whose deposits are insured by a federal agency, institution whose deposits are insured by a federal agency, institution whose deposits are insured by a federal agency, institution whose deposits are insured by a federal agency, institution whose deposits are insured by a federal agency, institution whose deposits are insured by a federal agency and a federal agency agency agency and a federal agency agency agency agency and a federal agency agen entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrumentand obligations secured hereby shall remainfully effective as if no acceleration had occurred. 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 interesting the Note (togetherwith 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 Instrumentand performs 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, Borrowerwill 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

Initials II. M

-6A(IL) (0010)

Page 11 of 15

30238915

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.

Neither Borrowernor Lendermay 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 that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borroweror Lenderhas 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 Applicative Is we 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 core given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant. Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or has ardous substances, pollutants, or wastes by Environmenta Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, ma erial scontaining as best os or formal dehyde and radioactive materials; (b) "Environmenta Law" means federal as and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmenta Cleanup" includes any response action, remedial action, or removal action, as defined in Environmenta Law; and (d) an "Environmental Condition" means a condition that can cause, ontribute to, or otherwise trigger an Environmental Cleanup.

Borrowershall not cause or permitthe presence, use disposal, storage, or release of any Hazardous Substances, or threatento release any Hazardous Substances, or or in the Property. Borrowershall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmenta Condition, or (c) which, do e to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the varie 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).

Borrowershall promptlygive Lenderwritten notice of (a) any investigation, claim, c emand, lawsuit or other action by any governmentabr regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowied pc, (b) any Environmenta Condition, including but not limited to, any spilling, leaking, discharge, release or in reat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrowerlearns, or is notified by any governmentabr regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrowershall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Page 12 of 15

-6A(IL) (0010)

30238915

NON-UNIFORMCOVENANTS Borrower and Lenderfurther 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 cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to suffect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lendershall release this Security Instrument. Borrowershall pay any recordation costs. Lender may charge Borrowera fee for releasing this Security Instrument, by only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waiver of Homestead. In accordance with Illinois law, the Borrowerherebyreleases and waives all rights under and by virtue of the Illinois homestead exemption laws.
- 25. Placement of Collateral Protection Insurar ce. Unless Borrowerprovides Lenderwith evidence of the insurance coverage required by Borrower's agreenter with Lender, Lendermay purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurancemay, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrowermakes or any claim that is made against Borrowerm connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lenderwith evidence that Borrowerhas obtained insurance as required by Borrower's and Lender's at remember 1. Lender purchases insurance for the collateral, Borrower will be responsible for the costs of the cinsurance, including interest and any other charges Lendermay impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be riore than the cost of insurance Borrower may be able to obtain on its own.

Page 13 of 15



Initials: Form 3014 1/0

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

Witnesses:	
	Allison K Brown -Borrower
	(Seal) -Borrower
(Seal)	Signing solely for the <u>purpose of waiving any</u> (Seal) and all homestead rights
(Seal) -Borrower	(Seal) -Borrower
(Seal)	(Seal) -Borrower

STATE OF ILLINOIS,

Cook

County ss:

, a Notary Public in and for said county and

I, state do hereby certify that Allison K Brown, a married person

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Givenundermy hand and official seal, this

14th day of February,

201

My Commission Expires:

Notary Public

"OFFICIAL SEAL"
Ronald M. Szymezyk, Jr.

Notary Public, State of Titinois
My Commission Expires June 29, 2 /03

Initials:

Form 3014 1/01

Money De Marie Mar

30238915

6234784-4

ADJUSTABLE RATE RIDER

(1 Year LIBOR Index - Rate Caps) (Assumable after Initial Period) MIN 100026600062347849

THIS ADJUSTABLE ATERIDER is made this 14th day of February, 2003 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 to

Principal Residential Mortgage, Inc.

(the "Lender") of the same unternd covering the property described in the Security Instrumentand located at:

> 7133 N Damen #7 Chicago, IL 60645

> > [Property Address]

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interestrate of 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

VMP MORTGAGE FORMS - (800)521-7291

2008 The initial interestrate I will pay may change on the first day of March, may change on that day every 12th month thereafter. Each date on which my interestrate could change is called a "Change Date."

MULTISTATE ADJUSTABLE RATE RIDER -1 Year LIBOR Index (Assumable after Initial Period) - Single Family -Freddie Mac UNIFORM INSTRUMENT

-856R (0108)

Form 3148 1/01

Page 1 of 5

W. W



30238915

(B) The Index

Beginningwith the first Change Date, my interestrate will be based on an Index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S. dollar-denominate deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Cno.1go Date, the Note Holder will calculate my new interest rate by adding Two and 500/1000 percentage points (2.500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearestone-eignth 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 Holderwill then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interestrate 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 the first Change Date will not be greater than 9.750 % or less than 2.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two and 000/000 percentage point(s) (2.000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 50 %.

(E) Effective Date of Changes

My new interestrate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

Initials: Form 3148 1/0

-856R (0108)

Page 2 of 5

30238915

(F) Notice of Changes

The Note Holderwill deliver or mail to me a notice of any changes in my interestrate 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 telephonenumber of a person who will answer any question I have regarding the notice.

B. TRANSFFA OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. UNTIL BORROWER'S INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHA'LL BE IN EFFECT AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interestin 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, installments ales contract or escrew 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 Interestin the Property is sold or transferred (or if Borroweris not a natural person and a pencificial interest in Borroweris sold or transferred) without Lender's prior written consent, Lendermay require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Forrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay an some secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

nitials: Form 3148 1/0

-856R (0108)

Page 3 of 5

30238915

2. AFTER BORROWER'S INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interestin 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, installments ales 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 Interestin the Property is sold or transferred (or if Borroweris not a natural person and a beneficial interest in Borroweris sold or transferred) without Lender's prior written con ent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferees if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's succurity 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 permittedby Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediatepayment in full, Lender shall give Borrowernotice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrowerm 1st pay all sums secured by this Security Instrument. If Borrower fails to pay these sums process the expiration of this period, Lendermay invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Initials: 1/2 4. W

MP-856R (0108)

30238915

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

Allison K Brown	-Borrower	Almos .	(Seal) ·Borrower
<u> </u>	(Seal) –	Signing solely for the purpose of waiving an and all homestead right	·Borrower y
	(o'al)		_(Seal)
	-Borrewer	-	Borrower
		40	(G. 1)
	(Seal) -Borrower	-//	(Seal) Borrower
	zonowo	Clarks	20110401
-856R (0108)	Page 5 of	5 vorm 31	48 1/01

115 6234784

30238915

6234784-4

CONDOMINIUM RIDER

MIN

100026600062347849

THIS CONDOMINIUM IDER is made this 14th day of February 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Dead (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to rincipal Residential Mortgage, Inc.

(the

"Lender")of the same date and covering the Property described in the Security Instrumentand located at: 7133 N Damen #7
Chicago, IL 60645

[Property Address]

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

7133 M Damen (East Rogers Park)

Name of Condominium Project]

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

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

- A. Condominium Obligations. Borrower shall perform all cl. borrower's obligations under the CondominiumProject's ConstituentDocuments. The "ConstituentDocuments are the: (i) Declarationor any other documentwhich creates the CondominiumProject; (ii) by-lav s; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible evais), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires in scrance,

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

-8R (0008)

Form 3140 1/01

Page 1 of 3 Initials: \(\sigma \) VMP MORTGAGE FORMS - (800)521-7291

Initials: SIGO U.M.

85793578

30238915

then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premiuminstallments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Londerrequires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Propert, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and snall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

- C. Public Liability Insurance. Borrowershall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lenderto the sums secured by the Security Instrument as provided in Section 11.
- E. Lender's Prior Consent. Borrowershall no except after notice to Lender and with Lender's prior written consent, either partition or subdivide the property or consent to: (i) the abandonmentor termination of the Condominium Project, except for abandon we not termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment o any provision of the Constituent occuments if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrowerdoes not pay condominiumdues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursementat the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Initials: M. W.

Form 3140 1/01

-8R (0008)

30238915

BY SIGNINGBELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Mison K Brwn	(Seal)	A DATE OF	(Seal) -Borrower
2	(Seal) _	Signing solely for purpose of waiving and all homestead	the any nghts (Seal)
	(Scal) -Borrowei		(Seal) -Borrower
	(Seal)	Clore.	(Seal) -Borrower
-8R (0008)	Page 3 of 3		Firm 3140 1/01