Return To:// SIB MORTGAGE CORP. 2003-04-08 11:29:09

Cook County Recorder

48.50

1250 ROUTE 28, BRANCHBURG, NJ 08876

Prepared By:

HEATHER NEER

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MORTGAGE

MIN 1000273-1000231339-3

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 10 : n 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated together with all Riders to this document (B) "Borrower" is LISA J FEIN, UNMARCRIET March 24, 2003

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 lays of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888, 673-MERS.

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

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(D) "Lender" is SIB MORTGAGE CORP.

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Lender is a A NEW JERSEY CORPORAT organized and existing under the laws of Lender's address is 1250 ROUTE 28, B	THE STATE OF NEW JERSEY		
	Hundred One Thousand Five Borrower has promised to pay this debt in reg	Hundred Dollars	and
Payments and to pay the debt in full not later that (F) "Property" means the property that is descriptority."		Rights in the	
(G) "Loan" means the debt evidenced by the No due under the Note, and all sums due under this S (H) "Riders" means all Riders to this Security I Riders are to be executed by Borrower (check bo	Security Instrument, plus interest. Instrument that are executed by Borrower. T	_	
Adjustable Rate Rider X Condominium I	Rider Second Home Rider		
B lloon Rider Planned Unit D	evelopment Rider 💹 1-4 Family Rider		
□ VAR'der □ Biweekly Paym	ent Rider		
CV _A			
(I) "Applicable Lavy" means all controlling a			
ordinances and administrative rules and orders (that have the effect of law) as well as all app	licable final,	
non-appealable judicial orinions. (J) "Community Assoc ation Dues, Fees, and a	Accesements" means all dues fees assessme	nts and other	
charges that are imposed on Borrower or the association or similar organization.			
(K) "Electronic Funds Transfer" means any the check, draft, or similar paper instrument, which instrument, computer, or magnetic tape so as to or credit an account. Such term include. "" it machine transactions, transfers initiated by to	th is initiated through an electronic terminal order, instruct, or authorize a financial institut s not limited to, point-of-sale transfers, auto	l, telephonic tion to debit omated teller	
transfers.	to program and		
(L) "Escrow Items" means those items that are d (M) "Miscellaneous Proceeds" means any comp by any third party (other than insurance proceed damage to, or destruction of, the Property; (ii)	ensauca, settlement, award of damages, or p s paid ander the coverages described in Section	on 5) for: (i)	
Property; (iii) conveyance in lieu of condemnati value and/or condition of the Property. (N) "Mortgage Insurance" means insurance pro	on; or (iv) m'srer esentations of, or omissio	ns as to, the	
the Loan.	needing bender against the honpayment or, o	derault on,	
(O) "Periodic Payment" means the regularly sch Note, plus (ii) any amounts under Section 3 of thi		est under the	
(P) "RESPA" means the Real Estate Settlement implementing regulation, Regulation X (24 C.F. time, or any additional or successor legislation of in this Security Instrument, "RESPA" refers to a to a "federally related mortgage loan" even if the loan" under RESPA.	Procedures Act (12 U.S.C. Section 2601 et .R. Part 3500), as they might be a new ed to regulation that governs the same subject of	from time to	
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			CV



(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 Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument 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

of COOK

{Type of Recording Jurisdiction} [Name of Recording Jurisdiction]:

SEE EXHIBIT A

Parcel ID Number: 14 28 107 077 1006 710 W WELLINGTON AVE UNIT 3N CHICAGO ("Property Address"): which currently has the address of

[Street]

[City], Illinois

60657 [Zip

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security I strun.ent. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right of oreclose and sell the Property; and to take any action required of Lender including, but not limited to, reasing and canceling this Security

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is a nencumbered, except for encumbrances of record. Borrower warrants and will defend generally the little to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for nationally se and non-uniform

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

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

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

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ALTA Commitment 1982 Schedule A

ABSOLUTE TITLE SERVICES, INC.

SCHEDULE A

File No.: 17211

UNIT 710-3 IN 708-14 WEST WELLINGTON CONDOMINIUM, AS DELINEATED ON THE SURVEY OF LOT 6 (EXCEPT THE EAST 30 FEET THEREOF) AND ALL OF LOT 7 IN SUBDIVISION OF LOTS 4 TO 9, BOTH INCLUSIVE, IN BLOCK 4, IN KNOKE AND GARDNER'S SIJBDIVISION OF THE 20 ACRES NORTH OF THE LAND ADJOINING THE SOUTH 30 ACKES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 1/2, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (HEREINALI'ER REFERRED TO AS "PARCEL"), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR 708-14 WEST WELLINGTON CONDUMINIUM, CHICAGO, ILLINOIS, MADE BY EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 20, 1980 AND KNOWN AS TRUST NUMBER 37748 AND RECORDED IN THE OFFICE OF THE RECORDER OF DELOS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 25820508, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND Th.

The Control of t SURVEY) IN COOK COUNTY, ILLINOIS.

Address of Property (for identification purposes only):

Street:

710 W. WELLINGTON #3N 🗸

City, State:

CHICAGO, Illinois

Pin: 14-28-107-077-1006

STEWART TITLE **GUARANTY COMPANY**

Schedule A of this Policy consists of 2 page(s)

pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. 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 notice 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. Lender 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 unapplied 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 payments balance under the Note immediately prior to foreclosure. No offset or claim which Borrower right have now or in the future against Lender 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 Payments or Proceeds. Except as otherwise described in this Section 2, all payments accept d and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. 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 half note of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any lat charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may 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 of one or more Periodic Payments, such excess may be a piled to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then a described in 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. Borrower shall pay 's I inder on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Lurus") 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 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, Lender may cauter that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all not es of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unters Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may wa've Borrower's obligation to pay to Lender Funds for any or all Escrow Items. Any such waiver may may be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

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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 Lender receipts evidencing such payment within such time period as Lender 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 a waiver, 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 Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the 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 be 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. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender 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 opticable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable of earnings on the Funds. 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 surples c. Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funus in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lende shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to niche 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, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA. The in no more than 12 monthly payments.

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

4. Charges, Liens. Borrower shall pay all (ax's), assessments, charges, fines, and impositions attributable to the Property which can attain priority over n'; 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.

Borrower: (a) agrees in writing to the payment of the obligation security by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) concests 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 call control such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactor, to 1 order subordinating the lien to this Security Instrument. If Lender determines that any part of the Property's 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 Borrower 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 might affect such determination or certification. Borrower shall also be responsible for the pay tent 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.

Rorrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect form wer, 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 previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the decay 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 standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payer. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall romptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order 300 feet 176721 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. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy demage or impair the Property, allow the Property to deteriorate or commit waste on the Propert, Waether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined purs are to Section 5 that repair or restoration is not economically feasible. Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proce as are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may discusse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

8. Borrower's Loan Application. Borrower be in default if, during the Loan application process, Borrower or any persons or entities act ng at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or naccurate 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, representation, concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Righ's Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained and Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for ondem ation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and ray for whatever is reasonable or appropriate to protect Lender's interest in the Property and right, 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 place of limited building or other places. 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 agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that proviously provided such insurance and Borrower was required to make separately designated payments av ard the premiums for Mortgage Insurance. Borrower shall pay the premiums required to obtain cov. age substantially equivalent 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 moregage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not availation, Porrower shall continue to pay to Lender the amount of the separately designated payments that were due vien the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a ron-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, no withstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer sele ted by Lender again becomes available, is obtained, and Lender requires separately designated paymen's toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in offers, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or unit termination is required by Applicable Law, Mathing in this Lender providing for such termination or untitermination 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 Insurance reimburses Lender (r 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 enter into agreements with other parties that share or modify ineir risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mor gage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage issu er to make payments using any source of funds that the mortgage insurer may have available (which mcy include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the wote, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly o indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payme, is for Morigage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing it set. 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." cur'ler:

(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 to e amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any re. d.

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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 uncarned 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 interest or earnings on such Miscellaneous Proceeds. 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

ar, led 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

the eyess. If any, paid to Borrower.

In the eyent of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Erreporty 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 amount of the sums secured immediately before the partial taking, destruction, an 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 wheth were not the sums are then due.

secured by this Security Instrument whether or not the sums are then 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) riters to make an award to settle a claim for damages. Borrower fails to respond to Lender within 30 day 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 the restoration of the Property or to the sums secured by this Security Instrument, whether or not the restoration of the Property or to the sums secured by this Security Instrument, whether or not the restoration of the Property or to the sums secured by this Security Instrument, whether or not the restoration of the Property or to the sums secured by this Security Instrument, whether or not the restoration of the Property or to the sums secured by this Security Instrument, whether or not the restoration of the Property or to the sums secured by this Security Instrument, whether or not the restoration of the Property or to the sums secured by this Security Instrument, whether or not the restoration of the Property or to the sums secured by this Security Instrument, whether or not the restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not the sums secured by this Security Instrument, whether or not the sum of the Property or the sum of the Property or the sum of the Property or the Security Instrument or not the sum of the Property or the Security Instrument or not the Security Instrument or not the Property or not the Security Instrument or not the Property or not the Security Instrument or not the Property or not the Security Instrument or not 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 criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Economer 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 forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security List unent. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's Literest 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 roperty shall be

applied in the order provided for in Section 2.

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

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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, 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. 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 of crower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain of Borrower's rights 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 Securical 22), and benefit the successors and assigns of Lender.

14 I Jan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's oxfult, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument. Including, but not limited to, attorneys' 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 that 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 Law.

If the Loan is subject to a 'aw which sets maximum loan charges, and that law is finally interpreted so that the interest or other loar charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any sum 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. Let der may choose to make this refund by reducing the principal owed under the Note or by making a limit payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment to Borrower is 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 of Lether in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class rail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower, thall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class and 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's nutil actually received by Lender. If any notice required by this Security Instrument is also required that a 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. Borrower'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. 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 the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior w itten consent, Lender may require immediate payment in full of all sums secured by this Security Inst um nt. However, this option shall not be exercised by Lender if such exercise is prohibited by

Applicatie Law.

- Monder exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Porrover must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument school further notice or demand on Borrower.
- 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the rio't 'o have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) we days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as A plicable 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 Lender all sums vaic then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) care, any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Secur. v. J. st. ament, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's inte est it 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 Applic ble Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more or the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treas ret check or cashier's check, provided any such check is drawn upon an institution whose deposits are insurer by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Tor ower, this Security Instrument and obligations secured hereby shall remain fully 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 interest in the Note (together with this Security Instrument) can be sold one or more umes without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loga Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs oute, mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. The slow night 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 a larges of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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conjection with a notice of transfer of servicing. If the source is soon and increasing the Loan is confirmed to a corrector I can Servicing obligations. with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is to Bostower 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 Borrower nor Lender may commence, join, or be joined to any judicial action (as either an article from the other manufaction). 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 notice given in computance with the requirements of Section 131 of such anteged breach and afford 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 Applicable Law provides a time period which must etapse before certain action can be taken, that time continuous of acceleration and the notice of acceleration opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration and controlled to carried the dependence of acceleration given to Opportunity to cure given to portower pursuant to Section 32 and the notice of acceleration given 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 and the substances and the substances are those substances. substances defined as loxic or hazardous substances. As used in this Section 21: (a) Hazardous Substances are those coherences: acciling Lavacana when flamouskile or toxic batteriories by Environmental Law and the substances defined as toxic or nazardous substances, politicans, or wastes by Environmental Law and the historic materials containing association of formulashood and additionally materials. and herbicides, volatile solvents, materials containing aspestes or formaldehyde, and radioactive materials;

th) "Favironmental Law" means fadoral laws and laws of the invication where the December is Invated than and nerbicities, volatile solvents, materials containing aspessos or tormatdenyde, and radioactive materials;

(b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that telate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response relate to health, salety or environmental protection; (c) "Environmental Cleanup" includes any response Condition sky, can constitute to the condition of the c action, remedial action, or removal action, as defined in Environmental Law; and (a) an "Environmental Column," means a condition that can cause, contribute to, or otherwise trigger an Environmental Cisamp.

Jamp.

Diff wer shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous on or in the Property Recrowse chall not do Substances, of threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do. Substances, of infeaten to release any mazaroous Substances, on or in the Property. Borrower shall not do, anything affecting the Property (a) that is in violation of any Environmental or (c) tohich due to the presence are sor release of a Law, (b) which create a Environmental Condition, or (c) which, due to the presence, use, or release of a Tha mercaling Hazardous Substance, create, a Condition that adversely affects the value of the property. The preceding two sentences shall not apply to an presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally ever guized to be appropriate to normal residential uses and to

maintenance of the Property (including val or limited to, hazardous substances in consumer products), and investigation of an any invastigation of aim damed to the property (including val or limited to, hazardous substances in consumer products). Borrower shall promptly give Lender writter notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory and yellow party involving the Property and any or other action by any governmental or regulatory and payof private party involving the property and any Environmental Law of which the rower has actual knowledge. (b) any state of the st Hazardous Substance or Environmental Law of which to rower has actual knowledge, (b) any robaca of any Hazardous Substance and (c) any spelify, earing, discharge, release or threat of Environmental Condition, including but not limited to, any specific extends of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a property of the prop release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a substance which adversely affects the value of the property. If Boy own learns, or is notified by any governmental or regulatory authority. Or any private party, that any to movel the remediation of the permanents is named any to move the property of the party that any to move of the remediation of the permanents is named and the permanents is named any to move the permanents in the permanents is named and the permanents in the of any flazardous Substance affecting the Property is necessary. Borrower shall proint is the all reason on of any flazardous substance affecting the property is necessary, norrower shall promptly are an necessary norrower shall create any official on on FEIN1000231339

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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 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 collect all expenses incurred in pursuing the remedies provided in this Section 22, and luding, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Sec rity Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasin, this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waiver a Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and the ritue of the Illinois homestead exemption laws.
- 25. Placement of Coll. 16 al Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be respondible for the costs of that insurance, including interest and any other charges Lender may impose in conjection with the placement of the insurance, until the effective date of the cancellation or expiration of the main and the costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

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

Witnesses:	LISA/J FEIN	Geal) -Borrower
<u></u>		(Seal) -Borrower
900 m	(Seal) -Borrower	(Seal) -Borrower
	(Seal) Borrower	-Borrower
	(Seal) -Borrower	(Seal) -Borrower
		(Seal) -Borrower
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STATE OF ILLINOIS,
I. THE UNDERSIGNED
state do hereby certify that LISA J FEIN

County ss: , a Notary Public in and for said county and

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.

Given under my hand and official seal, this

day of March 2003

My Commission Expires:

OFFICIAL SEAL KALLIOPE SHAYKIN Notory Public - State of Illinois My Commission Expire 11/19/04

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FIXED/ADJUSTABLE RATE RIDER (One-Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 24th day of March 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 ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to SIB MORTGAGE CORP., A NEW JERSEY CORPORATION

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

710 W WELLINGTON AVE UNIT 3N, CHICAGO, IL 60657 [Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT SCRROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVE ANTS In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender ,urther covenant and agree as follows:

A. ADJUSTABLE RATE AND MOI TPLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of , and the adjustable interest rate I will pay may change on that April 2008 day every 12th month thereafter. The date on which my init al fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate coulc change, is called a "Change Date."

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MULTISTATE FIXED/ADJUSTABLE RATE RIDER - ONE-YEAR TREASURY INDEX- Siligle Fa nily -Fannie Mae Uniform instrument

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VMP MORTGAGE FORMS - (800)521-729



(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding No and Three / Quarters percentage points

2.7500 %) to the Current Index. The Note Holder will then round the result of this adultion 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.

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

(D) Limits on Intuiest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.8750 % o less than 2.7500 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have then plying for the preceding 12 months. My interest rate will never be greater than 9.8750 %

(E) Effective Date of Changes

My new interest rate will become elective on each Change Date. I will pay the amount of my new monthly payment beginning on the first mon'..., payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a nonce of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly propert, any 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. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN CORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall end as follows:

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

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

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section. A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then class to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to r. ad -s 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 on escrow agreement, the intent of which is the transfer of title by Borrower at a future unit to a purchaser.

If all or any part of the frogerty or any Interest in the Property is sold or transferred (or if Borrower is not a natural gerson and a beneficial interest in Borrower is sold or transferred) without Lender's prior writted consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not be exercise this option if: (a) Borrower causes to be submitted to an able Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to an able information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender

To the extent permitted by Applicable Law Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender also may require 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 one Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all

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sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrow Fixed/Adjustable Rate Rider.	er accepts and agre	es to the terms and covenants	contained in this
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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this day of March 2003 24th 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 Note to

SIB MORTGAGE CORP., A NEW JERSEY CORPORATION

(the

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

710 W WELLINGTON AVE UNIT 3N, CHICAGO, IL 60657 [Property Address]

The Priperty includes a unit in, together with an undivided interest in the common elements of, a condominiu n project known as:

LAKE VIEW

[Name of Condominium Project]

(the "Condominior. Project"). If the owners association or other entity which acts for the Condominium Project (the "Owner Association") holds title to property for the benefit or use of its members or shareholders, the Property Also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of 3or.o'.er's interest.

CONDOMINIUM COVER ANT J. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender Suither covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Doct mer ts. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condon inium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall roundly 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 Cadominium Project which is satisfactory to Lender and which provides insurance coverage in the a popular (including deductible levels), 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 insurance,

FEIN1000231339 1000231339 MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFO M INSTAUMENT

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then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments 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 Lender requires 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 Property, whether to the unit or to common elements, any proceeds payable to Borrower are neter) assigned and shall 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. Borrower shall take such actions as may be reasonable to insure that the Owner Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Con enclation. 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 (1 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 Lender to the sums secured by the Security Institute ent as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium rojec, except for abandonment or termination required by law in the case of substantial destruction by the another casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termi at on of professional management and assumption of self-management of the Owners Association; (1 (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 Borrower does not pay condeminium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under and paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Refr wer and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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BY SIGNING BELOW, Borrov Condominium/Rider.	wer accepts and agrees to the te	erms and provisions contained in this
LISAU FEIN	C(Seal) -Borrower	(Seal) -Borrower
X	(Seal) -Borrower	(Seal) -Borrower
Ox Ox	(Seal) -Borrower	(Seal) -Borrower
	(Seal) -Boy low Er	-Borrower
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