UNOFFICIAL CO 36,36/0038 27 001 Page 1 of

3636/0038 27 001 Page 1 of 23 2000-05-30 09:30:04

Cook County Recorder

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Return To:

Mortgage Acceptance Corporation

00387246

1625 West Big Beaver Road Suite C Troy, MI 48084 248-637-7700

Prepared By: TANIA SHEENA 1625 West Big Beaver Road Suite C Troy, MI 48084 248~637~700

22973

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MORTGAGE

Loan ID: 39317MEH



DEFINITIONS

W ords used in multiple sections of this document are lefined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrum ent" means this document, which is dated together with all Riders to this document.

May 19th, 2000

(B) "Borrower" is SAMEDIN MEHMETI and LIRIYE MEHMETI, Husband and Wife

Borrow er is the mortgagor under this Security Instrument.
(C) "Lender" is Mortgage Acceptance Corporation

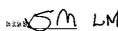
Lender is a organized and existing under the laws of MICHIGAN

LLINOIS - Single Fam ily - Fannie M ae/Freddie M ac UN FORM IN STRUMENT

Form 3014 3/99



Page 1 of 15



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May 19th, 2000

Lender's address is 1625 West Big Beaver Road Suite C Troy, MI 48084

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrow er and dated

The Note states that Borrow erow es Lender Forty Two Thousand Seven Hundred Fifty
and no/100 Dollars
(U.S.\$ 42,750.00 ) plus interest. Borrow er has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than June 1st, 2030 .
(E) "Property" means the property that is described below under the heading 'Transfer of Rights in the
Property."
(F) "Loan" mears the debt evidenced by the Note, plus interest, any prepayment charges and late charges
due under the Note and all sums due under this Security Instrument, plus interest.
(G) "Riders" mean: all Riders to this Security Instrument that are executed by Borrower. The following
R iders are to be executed by Borrow er [check box as applicable]:
The man and an amount of position of following and all positions and an amount of the man amount of the man and amount of the man amount of the man amount of the man and amount of the man amount of the m
X A djustable Rate Rider Condom inium Rider Second Home Rider
Balloon Rider
VARider Bix eekly Payment Rider 0 ther(s) [specify]
(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
ordinances and adm inistrative rules and orders (that have the effect of law) as well as all applicable final,
non-appealable judicial opinions.
(I) "C om m unity A ssociation D ues, Fees, and A ssess et.ts" m eans all dues, fees, assessments, and other
charges that are imposed on Borrower or the Property by a condom inium association, homeowners
association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
check, draft, or sim ilar paper instrument, which is initiated through an electronic term inal, telephonic
instrum ent, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse

- (K ) "E scrow Item s" m eans those item s that are described in Section 3.
- (L) "M iscellaneous Proceeds" m eans any compensation, settlement, award of damages. It proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) dam age to, or destruction of, the Property; (ii) condem nation or other taking of all or any port of the Property; (iii) conveyance in lieu of condem nation; or (iv) m isrepresentations of, or om issions as to, the value and/or condition of the Property.
- (M ) "M ortgage Insurance" m eans insurance protecting Lender against the nonpaym ent of, or default on, the Loan.
- (N) "Periodic Paym ent" m eans the regularly scheduled am ount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to tim e, or any additional or successor legislation or regulation that governs the sam e subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a 'federally related mortgage loan' even if the Loan does not qualify as a 'federally related mortgage loan " under R E S P A .

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(P) "Successor in Interest of Borrow er" m eans any party that has taken title to the Property, w hether or not that party has assum ed Borrow er's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrum ent 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 Instrum ent and the Note. For this purpose, Borrow er does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the COUNTY [Type of Recording Jurisdiction]

οf COOK [N am e of Recording Jurisdiction]:

LOT 69 IN TAYLOR'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEN 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID Number:

("Property Address"):

which currently has the address of [Street]
"I'mor 60609 [Zip Code"

Porty, and ents; TOGETHER WITH all the improvements now or hereafter erected on the procenty, and all easem ents, appurtenances, and fixtures now or hereafter a part of the property. All teracem ents and additions shall also be covered by this Security Instrum ent. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROW ER COVENANTS that Borrow er is law fully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencum bered, except for encum brances of record. Borrow er warrants and will defend generally the title to the Property against all claim s and dem ands, subject to any encum brances of record.

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

UNIFORM COVENANTS. Borrow er and Lender covenant and agree as follows:

1. Paym ent of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrow er shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepaym ent charges and late charges due under the Note. Borrow er shall also pay funds for Escrow Item s pursuant to Section 3. Paym ents due under the Note and this Security Instrum ent shall be made in U.S.

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Page 3 of 15

currency. How ever, if any check or other instrum entreceived 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 vaiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the utire, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Feriodic 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 principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might 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 Procees. Except as otherwise described in this Section 2, all payments accepted 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 it which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent 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 outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the execut that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

A ny application of payments, insurance proceeds, or M iscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Layments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encum brance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) prem imms for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance prem imms, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance prem imms 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 require 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 notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items. Any such waiver may only 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 RESIA. 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 Borrow er for holding and applying the Funds, annually analyzing the escrow account, or verifying the Fiscrow Items, unless Lender pays Borrow er interest on the Funds and Applicable Law perm its Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrow er any interest or earnings on the Funds. Borrow er and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrow er, 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 Borrow er for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrow er as required by RISPA, and Borrow er shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrew, as defined under RESPA, Lender shall notify Borrow er as required by RESPA, and Borrow er shall, by to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

U pon payment in full of all sums secured by this Security Instrument, Lender shall from ptly refund to Borrower any Funds held by Lender.

4. C harges; Liens. Borrow er shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold pa/m. Into or ground rents on the Property, if any, and C ommunity Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrow er shall pay them in the manner provided in Section 3.

Borrow er shall promptly discharge any lien which has priority over this Security Instrument unless Borrow er: (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 Borrow er 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 satisfactory 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, Lender may give Borrow er a notice identifying the

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lien. W ithin 10 days of the date on which that notice is given, Borrow er 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. Borrow er 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 Borrow er subject to Lender's right to disapprove Borrow er's choice, which right shall not be exercised unreasonably. Lender may require Borrow for to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determ ination, certification and tracking services; or (b) a one-time charge for flood zone determ ination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrow er 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 Borrow er.

If Borrow er fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrow er'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 Borrow er, Borrow er's equity in the property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lisse, coverage than was previously in effect. Borrow er acknow ledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrow er could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrow er 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 Borrow er requesting payment.

All insurance policies required by Lender and renew als of sucl 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 payee. Lender shall have the right to hold the policies and renew al certificates. If Lender requires, Borrow er shall promptly give to Lender all rectipts of paid premiums and renew al notices. If Borrow er 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, Borrow er shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrow er. Unless Lender and Borrow er our rw ise 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 inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrow er any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrow er shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrow er. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sum s secured by this Security Instrument, whether or not then due, with

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

If Borrow er abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrow er 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, Borrow er hereby assigns to Lender (a) Borrow er'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 one of Borrow er's rights (other than the right to any refund of unearmed premiums paid by Borrow er) upder 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 applied under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Torrow er shall occupy, establish, and use the Property as Borrow er's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrow er'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 circum stances exist which are beyond Borrow er's control.
- 7. Preservation, Maintenance and Protection of the Property: Inspections. Borrow er shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrow er is residing in the Property, Borrow er shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restolation is not economically feasible, Borrow er shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrow er shall be responsible for repairing or restoring the Property, only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrow er is not relieved of Borrov er's obligation for the completion of such repair or restoration.

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

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's know ledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and R ights Under this Security Instrument. If (a) Borrow er fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that m ight 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 Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sum s secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, elim inate building or other code violations or dangerous conditions, and have utilities turned on or off. A lthough 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 paym ent.

If this Securit Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrow er (cr) ires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. M ortgage Insurvace. If Lender required M ortgage Insurance as a condition of making the Loan, Borrow er shall pay the prem is a sequired to maintain the Mortgage Insurance in effect. If, for any reason, the M ortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrow er was required to make separately designated payments toward the premiums for Mortgage Fisurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the M or gage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Montgage Insurance previously in effect, from an alternate m ortgage insurer selected by Lender. If substar Lally equivalent M ortgage Insurance coverage is not available, Borrow er shall continue to pay to Lender the am ount of the separately designated payments that were due when the insurance coverage ceased to be in affect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of horagge Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimely paid in full, and Lender shall not be required to pay Borrow er any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if M ortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to take separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay thopremiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss leserce, until Lender's requirem ent for M ortgage Insurance ends in accordance w ith any w ritten agreem ent between Borrow er and Lender providing for such term ination or until term ination is required by Applicable Law. Nothing in this Section 10 affects Borrow er's obligation to pay interest at the rate provided in the Note.

11. A ssignm ent of M iscellaneous Proceeds; Forfeiture. All M iscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is dam aged, such M iscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is econom ically 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 com pleted. Unless an agreem ent is made in writing or Applicable Law requires interest to be paid on such M iscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such M iscellaneous Proceeds. If the restoration or repair is not econom ically feasible or Lender's security would be lessened, the M iscellaneous Proceeds shall be applied to the sum s secured by this Security Instrum ent,

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Page 8 of 15

whether or not then due, with the excess, if any, paid to Borrower. Such M iscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the M iscellaneous Proceeds shall be applied to the sum s secured by this Security Instrum ent, whether or not then due, with the excess, if any, paid to Borrow 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 im mediately 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, descriction, or loss in value, unless Borrow er and Lender otherwise agree in writing, the sum s secured by the Security Instrument shall be reduced by the amount of the M iscellaneous Proceeds multiplied by un following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property im m ediately before ine partial taking, destruction, or loss in value. Any balance shall be paid to Borrow er.

In the event of a parial taking, destruction, or loss in value of the Property in which the fair market value of the Property im mediately before the partial taking, destruction, or loss in value is less than the am ount of the sum s secured in a ediately before the partial taking, destruction, or loss in value, unless Borrow er and Lender otherwise agree in writing, the M iscellaneous Proceeds shall be applied to the sum s secured by this Security Instrum entw net er or not the sum s 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 series ce) offers to make an award to settle a claim for dam ages, Borrow er fails to respond to Lender within 30 32ys after the date the notice is given, Lender is authorized to collect and apply the M iscellaneous Proceeds either to restoration or repair of the Property or to the sum s secured by this Security Instrum ent, whether or not then due. 'O pposing Party' means the third party that ow es Borrow er M iscellaneous Proceeds or the party against whom Borrow er has a right of action in regard to M iscellaneous Proceeds.

Borrow er shall be in default if any action or proceeding, y nether civil or crim inal, 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 Instrum ent. Borlow ar can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dism issed with a ruling that, in Lender's judgment; precludes forfeiture of the Property or other material im pairm ent of Lender's interest in the Property or rights under this Security P. strum ent. The proceeds of any aw ard or claim for dam ages that are attributable to the impairm ent of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

- All M iscellaneous 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 W aiver. Extension of the time for paym ent or m odification of am ortization of the sum s secured by this Security Instrum ent granted by Lender to Borrow er or any Successor in Interest of Borrow er shall not operate to release the liability of Dorrow er or any Successors in Interest of Borrow er. Lender shall not be required to com m ence proceedings against any Successor in Interest of Borrow er or to refuse to extend time for payment or otherw ise modify am ortization of the sum s secured by this Security Instrum ent by reason of any dem and m ade by the original Borrow er or any Successors in Interest of Borrow er. Any forbearance by Lender in exercising any right or rem edy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrow er or in am ounts less than the am ount then due, shall not be a waiver of or preclude the exercise of any right or rem edy.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrow er covenants and agrees that Borrow er's obligations and liability shall be joint and several. How ever, any Borrow er w ho co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this

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Security Instrum ent only to mortgage, grant and convey the co-signer's interest in the Property under the term s of this Security Instrum ent; (b) is not personally obligated to pay the sum s secured by this Security Instrum ent; and (c) agrees that Lender and any other Borrow er 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 Borrow er's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrow er's rights and benefits under this Security Instrum ent. Borrow er shall not be released from Borrow er', Chligations and liability under this Security Instrum ent unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of L ender.

14. Loan charges. Lender may charge Borrow er fees for services performed in connection with Borrow er's default, 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 Instrum ent to charge a specific fee to Borrow er shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges of liceted or to be collected in connection with the Loan exceed the perm itted lim its, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the perm itted lim it; and (b) any sum : 2 lready collected from Borrow er which exceeded perm itted lim its 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 pa, ment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment fificut any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrwar's acceptance of any such refund made by direct paym ent to Borrow er will constitute a waiver of any richt of action Borrow er might have arising out of such overcharge.

- 15. Notices. All notices given by Borrower or Lender in contection 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 Borrow er when mailed by first class mail or when actually delivered to Borrow er's notice address if sent by other means. Notice to any one Borrow er shall constitute notice to all Borrow ers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrow er has designated a substitute notice address by notice to Lender. Porrow er shall promptly notify Lender of Borrow er's change of address. If Lender specifies a procedure for eporting Borrow er's change of address, then Borrow er shall only report a change of address through that sperify a procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lendor's eddress stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrum ent shall not be deem ed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrum ent is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrum ent.
- 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 m ight be silent, but such silence shall not be construed as a prohibition against agreem ent by contract. In the event that any provision or clause of this Security Instrum ent or the Note conflicts with Applicable

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Page 10 of 15

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 fem inine 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. Borrow er's Copy. Borrow er shall be given one copy of the N ote and of this Security Instrum ent.
- 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, installm ent sales contract or escrow agreem ent, the intent of which is the transfer of title by Borrow er 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 Borrow er is not a natural person and a beneficial interest in Borrow er is sold or transferred) without Lender's prior written consent, Lend r ay require im mediate 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 Borrow er notice 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 Borrower must pay all our a 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 Instrum entw ithout further notice of of m and on Borrow er.

- 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrow er shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the term ination of Borrower's right to reinstate; or (c) entry of a judgment erforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrum ent and the N ote as if no acceleration had occurred; (b) cures any default of any other covenants or agreem ents; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees 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 interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sum security Instrument, shall continue unchanged unless as otherwise provided under Applicable Lav. Lender may require that Borrow er pay such reinstatem ent sum s and expenses in one or m ore of the tollywing form s, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurers check or cashier's check, provided any such check is drawn upon an institution whose deposits are inspect by a federal agency, instrum entality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. How ever, this right to reinstate shall not apply in the case of acceleration under Section 18.
- 20. Sale of Note; C hange of L oan Servicer; Notice of G rievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrow er. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and 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, Borrow er will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrow er 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 Borrow er nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrow er or Lender has notified the other party (with such notice giver in compliance with the requirements of Section 15) of such alleged breach and afforded the other party nereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure giver to Borrow er pursuant to Section 22 and the notice of acceleration given to Borrow er pursuant to 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 hazar (our substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosere, other flam mable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials contrining asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrow er shall not cause or perm it the presence, use, disprical, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrow er shall 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 Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer readults).

Borrow er shall promptly give Lender written notice of (a) any investigation, claim, der and, law suit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrow er has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrow er learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrow er shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

- 22. A cceleration; R em edies. L ender shall give notice to Borrow er prior to acceleration following Borrow er'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 Borrow er, 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 Securicy Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrow er 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 Borrow er to acceleration and foreclosure it the default is not cured on or before the date specified in the notice, L ender at its option may require in mediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. L ender shall be entitled to collect 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, Lender shall release this Security Instrument. Borrower shall pay only recordation costs. Lender may charge Borrower a fee for releasing 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 Apphear a Law.
- 24. W aiver of H om estead. In accordance with Illinois law, the Borrow er hereby releases and waives all rights under and by virtue of the Illinois hom estead exemption laws.

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

Witnesses:		
	Samuelin Mel	(Seal)
9000 P	LIRIYE MEHMETI	(Seal) -Borrower
-B orrow er	Co,,	(Seal) -Borrower
(Seal) -Borrow er	Clart's O	(Seal) -Borrower
(Seal)		(Seal)

STATE OF ILLINOIS, COOK County ss:

I, Dio Same Same and State do hereby certify that SAMEDIN MEHMETI and LIRIYE MEHMETI

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.

G iven undamy hand and official seal, this

19th

day of May 2000

M y C om m ission Expires

Notary Public



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Form 3014 3/99

### 1-4 FAM ILY RIDER (Assignment of Rents) Loan # 39317MEH

THIS 1.4 FAM ILY RIDER is made this 19th day of May 2000 , and is incorp (rated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (Le Security Instrument) of the same date given by the undersigned (the Borrower) to secure Borrower's Now to

Mortgage Acceptance Corporation

(th

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

5251 3 JUSTINE CHICAGO, IL 60609
(Property Address)

1-4 FAM ILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A.ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the real-cwing items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of simplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closus, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and adached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac Uniform Instrument

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- B.USE OF PROPERTY; COM PLIANCE WITH LAW. Borrow er shall not seek, agree to orm ake a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. For ower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C.SUBOPJP ATE LIENS. Except as perm itted by federal law, Borrow er shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written perm ission.
- **D.RENT LOSS INSUFANCE.** Borrow er shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.
  - E. "BORROW ER'S RIGHT TO LEINSTATE" DELETED. Section 19 is deleted.
- F.BORROW BR'S OCCUPANCY. Unless Lender and Borrow er otherwise agree in writing, the first sentence in Section 6 concerning Borrow er', occupancy of the Property is deleted. All remaining covenants and agreements set forth in Section 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's regreest after default, Borrow er shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or term inate the existing leases and to execute new leases, in Lender's sole discretion. As used in this para rap. G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H.ASSIGNMENT OF RENTS; APPO INTMENT OF RECEIVER; LT. DER IN POSSESSION. Borrow er absolutely and unconditionally assigns and transfers to Lender all 'n' rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrow er authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. How ever, Borrow er shall receive the Rents until (i) Lender has given Borrow er notice of default pursuant to Section 22 of the Security Instrument and (i) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrow er: (i) all Rents received by Borrow er shall be held by Borrow er as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii)

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Page 2 of 4

Borrow er agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written dem and to the tenant; (iv) unless applicable law provides otherwise, all Rents collected 'viender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on ecciver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges or the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as eccivity.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents alsy funds expended by Lender for such purposes shall become indebtedness of Borrow er to Lender secured by the Security Instrument pursuant to Section 9.

Borrow er represents and warrants that Borrow er has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrow er. How ever, Lender, or Lender's agents or a judicially appointed receiver may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall term inate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrow er's default or breach under any note or agreem ent in which Lender has an interest shall be a breach under the Security Instrumentary Lender may invoke any of the remedies permitted by the Security Instrument.

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Form 3170 3/99

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Page 3 of 4

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1--4 Family Rider.

Sanding In	ekey (Seal)	Linja Man	nt) (Seal)
SAMEDIN MEHMETI	-Borrow er	LIRIYE MEHMETI	-Borrow er
· · · · · · · · · · · · · · · · · · ·	(Seal)		(Seal) -Borrow er
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	(Seal)	0,	(Seal)
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### ADJUSTABLE RATE RIDER

(LIBOR 6 M onth Index (As Published In The Wall Street Journal) - Rate Caps)

Loan #: 39317MEH

THIS AIJUSTABLE RATE RIDER is made this 19th day of May 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Jecurity Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

Mortgage Acceptance Corporation

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

5251 S JUSTINE CHICAGO, IL 60609

(Property Address)

THE NOTE CONTAINS PROVISIONS LILOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY STYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE OF CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUSICALY.

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

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The N ote provides for an initial interest rate of 13.640 changes in the interest rate and the monthly payments, as follows:

🐎 The Note provides for

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

### (A) Change Dates

The interest rate I will pay may change on the first day of June 2003, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "C hange Date."

MULTISTATE ADJUSTABLE RATE RIDER-LIBOR 6 MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)
-Single Family-Fannie Mae Uniform Instrument

-838R (9911) Form 3138 10/99

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### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 m onth U.S. dollar-denominated deposits in the London market ("LIBOR"), 2. published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month im mediately preceding the month in which the Change Date occurs is called the "Current Index."

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

### (C) Calculation of C canges

Before each Change Date the Note Holder will calculate my new interest rate by adding Eight and Eighty Four one-hundredths percentage points ( 8.840 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4 (D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determ ine the un ount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change D ate in full on the M aturity D ate at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

#### (D) L im its on Interest Rate Changes

The interest rate I am required to pay at the first change Date will not be greater than 16.640 % or less than 13.640 %. Thereafter, m y interest rate will never be increased or decreased on any single C hange D ate by m ore than

One percentage points

( 1.000 % ) from the rate of interest I have been paying for the preceding m onths. M y interest rate will never be greater than 20.640%.

### (E) Effective Date of Changes

My new interest rate 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.

#### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and does mount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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Page 2 of 4

Form 3138 10/99

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

Trasfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it 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, a it option, require im mediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal 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 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 perm itted by appurable 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 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 SAMEDENNEMMENTERS orrower in writing.

If Lender exercises the option to require im mediate paymen in full, Lender shall give Borrow er 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 Borrow er must pay all sums secured by this Security Instrument. If Borrow er fails to pay the 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.

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Page 3 of 4

Form 3138 10/99

BY SIGNING BELOW, Bo Adjustable Rate Rider.	rrow er accepts and	agrees to the terms and cover	nants contained in this
SAMEDIN MEH' ETI	(Seal) -Borrower	LIRIYE MEHMETI	-Borrow er
90	(Seal) -Borrower		(Seal) -Borrow er
	(Seal) -Borrow er	0,	(S eal) -B orrow er
	(Seal)	J. C.	(S ea l)
	-Borrow er	75	-B orrow er
-838R (9911)	Page 4	of 4	Form 21.57 10/99