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This instrument was prepared by:

Name: Dawn Rutherford

Cook County Recorder of Deeds Date: 06/09/2003 09:49 AM Pg: 1 of 16

Address:

World Wide Financial Services, Inc. 26500 Northwestern Highway, Fourth

Southfield, MICHIGAN 48076

After Recording Return To:

Dawn Puth priord World Wide Financial Services, Inc. 26500 North vestern Highway Southfield, MICHICAN 48076

[Space Above This Line For Recording Data]

· 20-22 - 226 MORTGAGE

Recorded by

**ALL-AMERICAN ESCROW & TITLE** File # 579(0° D)

MIN: 10006460000008964

**DEFINITIONS** 

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 2 and 21. Certain rules regarding the usage of wor Is used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, wrich is dated March 21, 2003 Riders to this document.

, together with a

(B) "Borrower" is LARRY ANDERSON A SINGLE MAN

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 nominee for Lender and Lender's successors and assigns. MERS is the mortgager under this Security Instrument. MERS organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, 48501-2026, tel. (888) 679-MERS.
- (D) "Lender" is World Wide Financial Services, Inc.

Lender is a the laws of MICHIGAN

26500 Northwestern Highway, Fourth Floor, Southfield, MICHIGAN 48076

nganized and existing und . Lender's address i

(E) "Note" means the promissory note signed by Borrower and dated March 21, 2003

. The Not

states that Borrower owes Lender Fifty Five Thousand and no/100

Dollars (U.S. \$ 55,000.00

) plus interest. Borrower has promise

to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 01, 2033

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under th Note, and all sums due under this Security Instrument, plus interest.

ILLINOIS—Single Family --- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:				
X Adjustable Rate Rider Condominium Rider Second Home Rider				
Balloon Rider Planned Unit Development Rider X Other(s) [specify] SEE ATTACHED LEGAL				
1-4 Family Rider Biweekly Payment Rider				
(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances an administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.				
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Berrower or the Property by a condominium association, homeowners association or similar organization.				
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or simil paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as t order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, poin of-sale transfers, automated tiller machine transactions, transfers initiated by telephone, wire transfers, and automate clearinghouse transfers.				
(L) "Escrow Items" means those items that are described in Section 3.				
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third part (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or ray part of the Property; (iii) conveyance in lieu of condemnation; (iv) misrepresentations of, or omissions as to, the value and or condition of the Property.				
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.				
(O) "Periodic Payment" means the regularly scheduled amount (ue for (i) principal and interest under the Note, pl (ii) any amounts under Section 3 of this Security Instrument.				
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. \$2001 et seq.) and its implementing regulation Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation regulation that governs the same subject matter. As used in this Security Instrument, "P.ESPA" refers to all requirements an restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.				
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party h				

assumed Borrower's obligations under the Note and/or this Security Instrument.

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#### TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE ATTACHED LEGAL.

which currently has the address of

CHICAGO [City] 6606 S RHODES

[Street]

**60637** [Zip Code]

("Property Address"):

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

BORROWER COVENANTS that Borrower is lawfully seised of the enate hereby conveyed and has the right t mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrow warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbranc of record.

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pa when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges du under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and th Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payme under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subseque payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected b Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any suc check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partipayment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment

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partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refus such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such paymen are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplie funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does n do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applie earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. N offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making paymen due under the Note and this Security Instrument or performing the covenants and agreements secured by this Securit Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted an 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) any unts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which became due Apy remaining amounts shall be applied first to late charges, second to any other amounts due under this Securit Instrument, and then to reduce the principal balance of the Note.

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

Any application of payments, it surance proceeds, or Miscellaneous Proceeds to principal due under the Note shall nextend or postpone the due date, or change the amount, of the Periodic Payments.

Funds for Escrow Items. Borro ver shall pay to Lender on the day Periodic Payments are due under the Note, unt the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and oth items which can attain priority over this Security Ir strument as a lien or encumbrance on the Property; (b) leasehold paymen or ground rents on the Property, if any; (c) premium, for any and all insurance required by Lender under Section 5; an (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgag Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if an be escrowed by Borrower, and such dues, fees and assessments snall be an Escrow Item. Borrower shall promptly furnish t Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unle Lender waives Borrower's obligation to pay the Funds for any or all Escrew items. Lender may waive Borrower's obligation t pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of suc waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment withi such time period as Lender may require. Borrower's obligation to make such paymen's and to provide receipts shall for a purposes be deemed to be a covenant and agreement contained in this Security Insurance, as the phrase "covenant an agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrow fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount an Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to an or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pa 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 th time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender sha estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Ite 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 entit (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender sha apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower f holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pa Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made i writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any intere or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lend shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the exce funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notif Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage i accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as define under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary t make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agre in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrow is performing such exceedings (b) contests the lien in good faith by, or defends against enforcement of the lien in, leg proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, b only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lend subordinating the lien to an Security Instrument. If Lender determines that any part of the Property is subject to a lien whic can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Pon over shall satisfy the lien or take one or more of the actions set forth above in the Section 4.

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Propert insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but n limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amoun (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the precedin sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrow subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may requir Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification an tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges eac time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower sha also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection wit the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender n.ay obtain insurance coverage, at Lender option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than w previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed th cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall becom additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprov such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss paye Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give t Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwis required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause an shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceed whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if th restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration perio Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property t ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptl

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Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as th work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insuranc proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation 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 the excess, if any, pai to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and relate matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either even or if Lender, acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights t any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, an (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under a insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may us the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Securit Instrument, whether or not then due.

- 6. Occupancy. To rower shall occupy, establish, and use the Property as Borrower's principal residence within 6 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 days of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extermating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing i the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value to its condition. Unless it is determined pursuant 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 condemnatio proceeds are paid in connection with damage to, or up taking of, the Property, Borrower shall be responsible for repairing restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repair and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligatio for the completion of such repair or restoration.

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

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower any persons or entities acting at the direction of Borrower or with Borrower's lunwledge or consent gave materially fals misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) i connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrow fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that mig significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding i bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Securit Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay f whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrumen including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actio can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrumen (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under the Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is n limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipe eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender ma 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 th 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 Securit Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with suc interest, upon notice from Lender to Borrower requesting payment.

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If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrow 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 sha pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverag required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower w required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay th premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a co substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgag insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue t pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be i effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Suc loss reserve anall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not b required to pay Porrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lend again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgag Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to mak separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required t maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgag Insurance ends in accordance viring my written agreement between Borrower and Lender providing for such termination or unt termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rat provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrow 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 agreemen with other parties that share or modify their risk or educe losses. These agreements are on terms and conditions that ar satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require th mortgage insurer to make payments using any source  $c_1$  funds that the mortgage insurer may have available (which ma include funds obtained from Mortgage Insurance premiums)

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or an affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, reducing losses. If such agreement provides that an affiliate of Lender taker a share of the insurer's risk in exchange for a shar of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, o any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgag Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receiv 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 premium. It at were unearned at the time of such cancellation or termination.
- 11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and sha be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if th restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration perio Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Propert to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptl Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneo Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If th restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall b applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrowe Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied t the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Propert 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 Lend otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneo Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial takin destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial takin 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 Propert immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediatel before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellane was Proceeds shall be applied to the sums 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) offers 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 repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in defauld any action or proceeding, whether civil or criminal, is begun that, in Lender's judgmen could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under the Security Instrument. Borrower can care such a default and, if acceleration has occurred, reinstate as provided in Section 19, be causing the action or proceeding to be discussed with a ruling that, in Lender's judgment, precludes forfeiture of the Propert or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of an award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned an shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the ord provided for in Section 2.

- 12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Success in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lend shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time f payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made be the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remed including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest Borrower or in amounts less than the amount then due, shall not be a waiver of or proclude the exercise of any right or remedy
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Boun'. Forrower covenants and agrees th Borrower's obligations and liability shall be joint and several. However, any Borrower's whe co-signs this Security Instrume 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 pathe sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to exten modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, f the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limite to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in th Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fe 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 other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loa

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charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collecte from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund b reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, th reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute waiver of any right of action Borrower might have arising out of such overcharge.

- 15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writin Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower whe mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any on Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address sha be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower sha promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change address, then Porrower shall only report a change of address through that specified procedure. There may be only on designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering or by mailing it by that class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender unt actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, th Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.
- 16. Governing Law; Severcibility; Rules of Construction. This Security Instrument shall be governed by federal la and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrume are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow th parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement b contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, suc conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without th conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neut words or words of the feminine gender; (b) words in the angular 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 interest 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 perso and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may requir immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised b Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The rooce shall provide a period of n less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all su secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender ma invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sal of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditionare that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred it 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 Borrower's obligation to pay the sums secured by this Security Instrument, shat continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cas (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upo

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an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upo reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if n 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 (togeth with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a chang in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrume and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. Ther also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Service the address to which payments should be made and any other information RESPA requires in connection with a notice transfer of payments should be made and any other information RESPA requires in connection with a notice transfer of payments should be made and any other information RESPA requires in connection with a notice transfer of payments should be made and any other information RESPA requires in connection with a notice transfer of payments should be made and any other information RESPA requires in connection with a notice transfer of payments and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrover nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant the member of a cless) 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 Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such allege breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deeme to be reasonable for purposes of this partygraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice an 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 toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosen other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos 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 respons action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means condition that can cause, contribute to, or otherwise trigger an Favironmental Cleanup.

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

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

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 breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unle Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the defaul (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; an (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the su secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice sha further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceedin the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is n

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cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of a sums secured by this Security Instrument without further demand and may foreclose this Security Instrument b judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in th 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 Securit Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrumen 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 of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights und and by virtue of the Illinois homestead exemption laws.
- 25. Placement of Collateral 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 prote Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage th Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Por ower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has ortained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The 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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ARRY ANDERSON	-Вогтоwer		-Borro
	(Seal)		(Se
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State of Illinois County of Warehogi		OFFICIAL SEAL	
This instrument was acknowledg		NCT HY PUBLIC STATE OF ILLINOIS MY COM INSION EXPIRES 9-11-2006	(date)
ARRY ANDERSON		$O_{x_{-}}$	
		(name[	s] of person

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### **UNOFFICIAL COPY**

Legal Description

Lot Thirty-six (36) in the North Half (1/2) of Block Six (6) in McChesney's ReSubdivision of the North Half (1/2) of Blocks One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) in McChesney's Hyde Park Homestead Association Subdivision of the South Quarter (1/4) of the Northeast Quarter (1/4) of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, Cook County. Situated in Cook County, Illinois.



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03500-0020304150

### ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 21st 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 (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **World Wide Financial Services, Inc.** 

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

### 6606 S RHODES CHICAGO, ILLINOIS 60637

[Property Address]

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

ADDITIONAL COVENANTS. 1. 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 PARYMENT CHANGES

The Note provides for an initial interest rate of monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the day of April 2005 and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based or an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month in which the Change Date occurs 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 Sever, and One Half

percentage points 7.5000 %) to the Current Index. The Note Holder will then round the result of his addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

MULTISTATE ADJUSTABLE RATE RIDER - LIBOR INDEX - Single Family - Freddie Mac Uniform Instrument

Form 3192 7/92

W3192 (9/00)

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### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than

7.8750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than

13.8750 %, nor less than

7.8750 %.

### (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 the amount 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.

### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer 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 a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate 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 as of the date of this Security. Instrument. 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 a-recement 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 may also require the transfered to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the pomises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in fill Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the late the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Porrower 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.

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03500-0020304150

BY SIGNING BELOW, Borrower a	ccepts and agrees to the terms and cov	enants contained in pages 1 through 3 of this
Gruf luder	SOM (Seal)	(Seal)
LARRY ANDERSON	- Borrower	- Borrower
	(Seal)	(Seal)
	- Borrower	- Borrower
	(Seal)	(Seal)
100	- Borrower	- Borrower
	(Seal) - Borrower	[Sign Original Only]
	Cook	
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