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Return To:
**WELLS FARGO HOME
MORTGAGE, INC.
FINAL DOCUMENTS X4701-022
3601 MINNESOTA DRIVE
BLOOMINGTON, MN 55435-5284**

Doc#: **0333933060**
Eugene "Gene" Moore Fee: \$72.00
Cook County Recorder of Deeds
Date: 12/05/2003 07:57 AM Pg: 1 of 25

Prepared By:
**JAN E. MATHEWS
WELLS FARGO HOME
MORTGAGE, INC.
1629
MINNEAPOLIS, MN 55402-1629**

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MORTGAGE

0132953183

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **NOVEMBER 3, 2003** together with all Riders to this document.

(B) "Borrower" is
KATHY A. THOMPSON, AN UNMARRIED PERSON

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **WELLS FARGO HOME MORTGAGE, INC.**

Lender is a **Corporation**
organized and existing under the laws of **THE STATE OF CALIFORNIA**

*23176889
8/7 8993
407
5968
418
D. P. Ryan
M. J. Ryan*

25



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Lender's name:

P.O. Box 5771 WAS MOINES, IA 50406-5707

Lender to the mortgagee under the following conditions:

(S) "Note" means the promissory note issued by Borrower and dated **NOVEMBER 3, 2003**

The note shall be for **Two Hundred Sixty-Eight Thousand Four Hundred and No/100**

(U.S. \$ **268,400.00**) plus interest. Borrower was obligated to pay late debt in regular periods to the lender and to pay interest on late date **DECEMBER 1, 2003**

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

(L) "Loan" means the sum of the principal, the borrower's initial and any prepayment charges and late charges and all other charges and costs due to the lender, together with interest

(R) "Rights" means the right to the principal, interest and the exercise of Borrower's The Foreclosure Right and the right to the proceeds of the sale of the property

- Adjustable Rate Fixed Rate Reverse Mortgage Rider
- Balloon Note Partially Amortized Note Family Rider
- 1st Lien 2nd Lien 3rd Lien 4th Lien 5th Lien 6th Lien 7th Lien 8th Lien 9th Lien 10th Lien

(H) "Applicable Law" means all applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders that have the effect of law as well as all applicable state and federal public policy

(C) "Community Association Dues Fees and Assessments" means all dues, fees, assessments and charges that are imposed by Borrower on the Property by a community association, homeowners' association or other similar organization

(E) "Electronic Funds Transfer" means the transfer of funds, other than a transaction originated by a check, draft or money order, which is initiated through an electronic means, including, but not limited to, automatic or magnetic card, so as to order, request or execute a withdrawal or deposit to, from or amount to, or term included, but is not limited to, a debit or credit card, automated teller machine transaction, transfers initiated by telephone, or a transfer which is processed electronically

(G) "Escrow Items" means all escrow items and any deposits or funds

(M) "Miscellaneous Proceeds" means a compensation, settlement, award of damages, or proceeds from any contract, lease, license, insurance proceeds paid under the contract or other thing of value, or proceeds from the destruction of the Property or condemnation or other thing of value owned by the Property, (ii) conveyance, title or condemnation or (iii) miscellaneous insurance proceeds on the same and/or portion of the Property

(N) "Mortgage Insurance" means the portion of the mortgage loan which is the responsibility of the borrower to pay

(O) "Periodic Payment" means the regularly scheduled payment due in or principal and interest on the loan, including any charges under Section 2 of this Security Instrument

(P) "RESPA" means the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2601 et seq. and its implementing Regulation and 12 C.F.R. 203.5(b)(1) as they might be amended from time to time, or any additional regulations, orders or regulations that

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governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA. **(P) "Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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

County of **COOK**
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]:

LEGAL DESCRIPTION IS ATTACHED HERETO AS SCHEDULE "A" AND MADE A PART HEREOF.

THIS IS A PURCHASE MONEY MORTGAGE.

Parcel ID Number: _____ which currently has the address of _____
1812 SOUTH FEDERAL STREET, UNIT 27 [Street]
CHICAGO [City] , Illinois **60616** [Zip Code]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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UNIFORM COMMERCIAL CODE. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal and interest on the debt evidenced by the Note, and any prepayment charges and late charges due under the Note. Borrower shall also pay when due escrow items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in US dollars. However, if any check or other instrument is tendered in payment of principal due on the Note or any Security Instrument in reliance on the depository bank's routing slip, then any such subsequent payments due under the Note and the Security Instrument be made in any of one or more of the following forms, as selected by Lender: (a) cash or money order; (b) certified check; (c) bank check; (d) treasurer's check or cashier's check; (e) cashier's check; (f) check drawn upon an institution whose deposits are insured by a federal agency instrumentally, directly or indirectly; or (g) Electronic Funds Transfer.

Payments of principal, interest and late charges when received at the institution designated in the Note or at the depository bank as designated by Lender in accordance with the rules provided in Section 4 shall constitute payment of the debt. Payment of the balance of the debt by means of a check or other instrument being the first payment Lender may accept any instrument of payment reported in good faith to be the payment, without waiver of any rights or remedies or other benefits to which Lender may be entitled. If payments in the future but under a check or other instrument are accepted, then Lender will not be deemed to have accepted such payments if the due date then Lender would be deemed to have accepted such payments. If Borrower does not do so within a reasonable time after the due date and does not advise Lender or return them to Borrower, Lender's acceptance of such payments shall constitute Lender's payment under the Note and under this Security Instrument. Lender shall advise Borrower in writing if Borrower might have any or more of the following remedies against Borrower in making payments due under the Note and this Security Instrument: (a) enforcement of remedies and agreements secured by this Security Instrument;

2. Application of Payments or Proceeds.

Except as otherwise described in this Section 2, all payments or proceeds received by Lender shall be applied in the following order of priority: (a) the principal due on the Note; (b) prepayment charges on the Note; (c) amounts due under Section 3; (d) late charges; (e) all other amounts due on the Note; (f) in order in which the payments or proceeds were applied first to late charges, second to any other amounts due under the Note and 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 amount. If one Periodic Payment is outstanding, Lender may apply the amount received from Borrower to the repayment of the Periodic Payment. If you have a plan that each payment can be paid in full to the extent that any excess available from any payment applies to the payment of one or more Periodic Payments, such excess may be applied to any late charge (the voluntary prepayments shall be applied first to any delinquent payment and then to payments due on the Note).

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

3. Funds for Escrow Items. Borrower shall pay 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 encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may 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 at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits 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

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or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, 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 Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In

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other event, or a lender, damages the Property under Section 7, or otherwise, Borrower hereby assigns and transfers, Borrower's right to any insurance proceeds in an amount not to exceed the amount owed under the Note or this Security Instrument, and (b) any other of Borrower's right, power, title, or claim to any right of recovered premiums paid by Borrower) under an insurance policy 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 reconstruct the Property, or to pay the debt admitted on the Note or this Security Instrument, whether or not insured.

6. **Occupancy.** Borrower shall occupy, control, and use the Property as Borrower's principal residence with 180 days after the execution of this Security Instrument and shall continue to do so thereafter as Borrower's principal residence for at least one year after the date of completion, unless lender otherwise agrees in writing, which consent shall not be unreasonably withheld or unduly delayed if no circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property. Inspections.** Borrower shall not neglect, damage, or impair the Property, allow the Property to deteriorate or commit waste, or the structure, fixtures or contents of the Property, residing in the Property. Borrower shall maintain the Property in good repair to prevent the Property from deteriorating or decreasing in value, or its condition. If it is determined pursuant to Section 9 that repairs or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged or need repair, deterioration or damage. If insurance or condemnation proceeds are not in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property, only if lender has released proceeds for such damage or destruction, and 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, Borrower shall be released of all lender's obligation for the completion of such repair or restoration.

Lender may inspect the Property from time to time upon reasonable notice of the Property if it has reasonable cause. Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of a loan or such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall not retract during the loan application process. Borrower or any person or entities acting at the direction of Borrower or with Borrower's knowledge or consent shall not give material, 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 Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and its rights under this Security Instrument such as a proceeding in bankruptcy, or (c) there is a proceeding for perfection or enforcement of a loan which may affect Lender's interest in the Property, Lender may take such actions as it deems necessary.

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

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer 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 make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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Mortgage Insurance premiums for the Loan may only be deducted the date or dates on which the Loan is due and the date on which the Loan is not due. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurance premiums shall be available to Borrower from time to time and may, from time to time, be subject to other parties that share or modify their risk or reduce losses. Such agreements shall contain conditions that are satisfactory to the mortgage insurer and the lender or parties to these agreements. These agreements may include the mortgage insurer's right to receive a source of funds that the mortgage insurer may require which may include funds obtained from Mortgage Insurance premiums.

As a condition to the agreement under the purchase of the Note, another insurer may require the mortgage insurer to pay a portion of any of the foregoing and receive directly or indirectly from the mortgage insurer a portion of the right to be transferred as a portion of Borrower's payment. Mortgage insurer, in exchange for sharing or modifying the mortgage insurer's risk, may require that an affiliate of Lender take a share of the cost of the mortgage or a share of the premiums paid to the mortgage insurer. Lender agrees to accept such requirements. Further,

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

(b) Any such agreements will not affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, then Lender or its practices shall be entitled to restoration or repair of the Property. If the restoration or repair is economically feasible and Lender's services are not required for an over repair and restoration period, Lender shall have the right to hold the 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 restoration shall be undertaken promptly. Lender may pay for the repairs and restoration, or a single disbursement of a series of progress payments as the work is completed. Unless an agreement is made, or if the Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest on any such Miscellaneous Proceeds. If no restoration or repair is not economically feasible, or if the work would be considered an over repair, the Miscellaneous Proceeds shall be applied to the amount owed by the Security instrument, whether or not then due with the exception of any such proceeds. Such Miscellaneous Proceeds shall be applied to the over proceeds until they are paid.

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are 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 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by

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and hereby irrevocably and exclusively made by the original Borrower or any Successor in interest of Borrower and hereinafter by Lender or exercising any right or remedy including without limitation Lender's acceptance of payments from third persons, entities or Successors in interest of Borrower for an amount less than the amount then due, shall not constitute a discharge or release of any part of the debt.

73. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower, Lender and assignee of Lender's obligations and liability shall be joint and several, however, any Successor who acquires the Security Instrument but does not execute the Note to recognize the debt assigned by this Security Instrument only as mortgage, grant and convey the real estate interest in the Property under the terms of the Security Instrument, (a) is not personally liable as a part of the debt secured by the Security Instrument, and (b) agrees that Lender, Lender's Successors, Borrower and assignee may agree to extend, modify, forbear or make any accommodations in regard to the terms of the Security Instrument or the Note without the need for a new note.

Subject to the provisions set forth in any Successor in interest of Borrower who assumes Borrower's obligations under the Security Instrument in writing, and is approved by Lender, all obligations of Borrower's rights and benefits under this Security Instrument Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees in writing. The covenants and agreements of the Security Instrument shall not be released by purchase or release of another 20) and benefit the successors and assigns of Lender.

74. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under the Security Instrument, including, but not limited to, attorney's fees, property taxes and recording fees. In addition, any other fees, in the absence of express authority in the Security Instrument to charge a particular fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by the Security Instrument or by applicable law.

It is the intent of the parties to this instrument that the law to be applied and that law is finally interpreted so that the interest or other loan charges collected (a) may be collected in conjunction with the loan and be permitted funds due to any such loan charge shall be reduced or the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower, Lender, or assignee to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower if a refund reduces principal. The reduction will be required as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund shall constitute a waiver of any right of action Borrower might have against Lender or assignee.

75. Notices. All notices to the Borrower or Lender in connection with this Security Instrument must be in writing, by hand or by mail, to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's current address. If sent by other means, notice to any one Borrower shall constitute notice to all Borrowers unless applicable law expressly

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requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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

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

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

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

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18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower will have the right to have acceleration of this Security Instrument discontinued or has been discontinued the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in the Security Instrument; (b) such other period as Applicable Law might specify for the acceleration of Borrower's debt; (c) in reinstatement; or (d) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays larger or more than what would be due under the Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all amounts included in enforcing the Security Instrument, including, but not limited to, reasonable attorney fees, property inspection and valuation fees, and other fees for the cost of protecting lender's interests in the Property and rights under the Security Instrument; and (d) takes such action as lender may reasonably require to assure the lender's interest in the Property and rights under the Security Instrument and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender shall require that Borrower pay such reinstatement costs and expenses in full, in cash or by borrowing terms as selected by lender: (a) cash; (b) money order; (c) cashier's check; (d) bank's cashier's check; or (e) cashier's check, provided any cash check or cashier's check is not on funds supplied or insured by a federal agency, instrumentally or electronically through Funds Transfer upon reinstatement by Borrower. This Security Instrument and obligations thereunder shall remain fully effective as if no acceleration had occurred. However, Borrower's right to reinstate shall not apply in the case of a sale of the Property pursuant to a power of sale.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note may from time to time be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity known as the "Loan Servicer" that collects the debt payments due under the Note and this Security Instrument and performs other servicing activities under the Note, this Security Instrument, and Applicable Law. There may be one or more changes of the Loan Servicer over the life of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new loan servicer, the address to which payments should be made and any other information NEOP requires in connection with a notice of transfer or servicing. If the Note is sold and thereafter the loan is serviced by a Loan Servicer other than the original servicer of the Note, the mortgage and servicing obligation to Borrower will remain with the Loan Servicer and be the obligation of the Loan Servicer and will not be assumed by the Note purchaser due to the way provided by the Note purchaser.

Neither Borrower nor lender, their agents nor attorneys shall be liable to any judicial action (except either as indicated by law) to the member or a class that arises from the other party's actions provided in the Security Instrument or that alleges that the other party has breached any provision of or any law used as recovery of this Security Instrument, only such Borrower's lender and neither the other party with such notice given in compliance with the requirements of section 18, of such alleged breach and afforded the other party hereto a reasonable opportunity to present a written defense to any such judicial action, if applicable law provides that period would not apply, if the judicial action can be taken and the lender or its agent is not liable for damages of the mortgage.

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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 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 hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing 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 Environment Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the 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 products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take 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's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration

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and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release of Lien. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recording costs. Lender may charge Borrower a fee for releasing this Security Instrument, not only if the fee is paid by a third party but also if the fee is paid by Borrower, and the charging of the fee is permitted under applicable law.

24. Waiver of Homestead. In all instances with filing law, the Borrower hereby releases and waives all rights, claims, and benefits of the Illinois homestead exemption law.

25. Assignment of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase collateral protection insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not protect, Borrower's interests. The coverage that Lender purchases may include any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, and may later provide Lender with evidence that Borrower has obtained replacement insurance from Borrower and Lender's agreement. If Lender purchases insurance for the collateral, Lender will be responsible for the costs of that insurance, including the cost of any such other charges. Lender may impose a connection with the placement of the insurance, and the effective date of the cancellation or expiration of the term of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be used, from the pool of insurance, to pay any bills due to the lender.

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

Witnesses:

_____  _____ (Seal)
KATHY A. THOMPSON Borrower

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STATE OF ILLINOIS

County of Cook

BEFORE ME, the undersigned authority, on this day personally appeared **KATHY R. THOMPSON, AN UNMARRIED PERSON**

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

My Commission Expires _____

NOTARY PUBLIC
STATE OF ILLINOIS
My Commission Expires _____

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UNOFFICIAL COPY**CONDOMINIUM RIDER**

0132953183

THIS CONDOMINIUM RIDER is made this 3rd day of NOVEMBER, 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 Note to WELLS FARGO HOME MORTGAGE, INC.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1812 SOUTH FEDERAL STREET, 27
CHICAGO, IL 60616

(Property Address)

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

(Name of Condominium Project)

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

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

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

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.


E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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


 _____ (Seal)
 KATHY A. THOMPSON -Borrower

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UNOFFICIAL COPY**ADJUSTABLE RATE RIDER**

0132953183

(Initial Period: Interest Only; Subsequent Period: 1 Year Treasury Index, Rate Caps)

This Adjustable Rate Rider is made this 3rd day of NOVEMBER, 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 (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 1812 SOUTH FEDERAL STREET, CHICAGO, IL 60616..... (Property Address)

THE NOTE PROVIDES FOR AN INITIAL PERIOD OF MONTHLY PAYMENTS OF INTEREST ONLY AT AN INITIAL INTEREST RATE AND FOR SUBSEQUENT MONTHLY PAYMENTS OF BOTH PRINCIPAL AND INTEREST. THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES, AFTER THE INITIAL PERIOD, IN THE BORROWER'S INTEREST RATE AND MONTHLY PAYMENT. THE NOTE ALSO LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an Initial Interest Rate of 3.275... %. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The Initial Interest Rate I pay may change on the first day of DECEMBER, 2008....., and on that day every 12 months..... 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 on an Index.

The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year(s), as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

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

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(C) Calculation of Changes

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Before each Change Date, the Note Holder will calculate my new interest rate by adding **two and three-quarters percentage points (2.750%)** 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 the 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **8.875%** or less than **2.750%**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **two percentage points (2.000%)** from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **8.875%**.

(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 to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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

Section 18 of the Security Instrument is amended to read as follows:

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

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

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

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


 _____ (Seal)
 KATHY A. THOMPSON -Borrower

Interest Only Rider-Multistate

EC036L Rev. 03/01/01
(Page 3 of 3 pages)

Property of Cook County Clerk's Office

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STREET ADDRESS: 1812 S. FEDERAL

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 17-21-408-029-1027

LEGAL DESCRIPTION:

PARCEL 1: UNIT F-27 IN DEARBORN VILLAGE II CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 2, 3, 4, 5, 6 AND 7 IN BLOCK 16 IN CANAL TRUSTEE'S NEW SUBDIVISION OF THE EAST FRACTION OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH THE EAST 1/2 OF VACATED 2ND FEDERAL STREET WHICH LIES SOUTH OF THE NORTH LINE OF SAID LOT 2 EXTENDED WEST AND NORTH OF THE SOUTH LINE OF SAID LOT 7 EXTENDED WEST (THE SOUTH LINE OF SAID LOT 7 ALSO BEING THE NORTH LINE OF WEST 19TH STREET) ALSO THAT PART OF THE WEST 1/2 OF VACATED SOUTH DEARBORN STREET WHICH LIES SOUTH OF THE NORTH LINE OF SAID LOT 2 EXTENDED AND NORTH OF THE SOUTH LINE OF SAID LOT 7 EXTENDED EAST (THE SOUTH LINE OF SAID LOT 7 ALSO BEING THE NORTH LINE OF WEST 19TH STREET, ALL IN COOK COUNTY ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT 'C' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 98876220 TOGETHER WITH IT UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY ILLINOIS.

PARCEL 2: THE RIGHT TO THE USE OF FP-27 AND P-G, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 98876220