AFTER RECORDING RETURN TO:

MID-AMERICA MORTGAGE CORPORATION 361 FRONTAGE ROAD BURR RIDGE, ILLINOIS 60521

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COOK COUNTY RECORDER

ANDREW P. MAGGIO, JR.
ATTORNEY AT LAW
TRAN W. BELMONT ANE
CHCAGO, IL. ETST
PH. (312) 675-7100
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FHA MORTGAGE

FHA CASE NO.

131:7802687

STATE OF ILLINOIS

This Morignge ("Security Instrument") is given on

NOVEMBER 15, 1994

The Morigagor is SUSE A ARROYO, AND SARA ARROYO, HUSBAND AND WIFE, ARMANDO F, ARROYO, SINGLE MALE, NEVER MARRIED, BALTAZAR V, FLORES, SINGLE MALE, NEVER MARRIED AND VALENTE C. FLORES, SINGLE MALE, NEVER MARRIED GATALINA T. UMEREZ, SINGLE FEMALE NEVER MARRIED Whose address is 3924 NORTH SPAULDIN AVENUE, CHICAGO, IL 60618

("Borrower"). This Security Instrument is given to MID-AMERICA MORTGAGE CORPORATION which is organized and existing under the laws of Tie CTATE OF ILLINOIS, and whose address is 361 FRONTAGE ROAD, BURR RIDGE, ILLINOIS 60521 ("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED EIGHTY THREE THOUSAND SIX HUNDRED DOLLARS

Dollars (U.S.\$ 183,600.00

This debt is evidenced by Borrower's note dated the same clate as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2024

This Security Instrument secure, to Lender: (a) the repayment of the debt evidenced

This Security Instrument secure: 10 Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and 1 to ifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mertgage, grant and convey to Lender the following described property located in COOK County, Illinois.

LOT 39 (EXCEPT THE SOUTH 9 FEET THEREOF) AND THE SOUTY IS FEET OF LOT 40 IN BLOCK 1 IN RACE'S SUBDIVISION OF THE EAST 1/2 JF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 AND THE WEST 1/2 OF TYPE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD FRINCIPAL MERIDIAN, LYING NORTH OF ELSTON ROAD IN COOK COUNTY, ILLINOIS.

P. I. N.: 13-23-205-031

which has the address of

3924 NORTH SPAULDIN AVENUE

(Street)

CHICAGO

(City)

Illinois

60618 *Qip Code*) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 lawfuly seized of the estate hereby conveyed and has the right to mortgage, 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.

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1. Payment of judnelpal, Interest and late Clorige. thirturies what pay which the title principal of, and thirteen on, the debt evidenced by the Note and late charges the under me Noss

2. Monthly Payments of Paxes, Insurance and Other Charges,

Borrower shall include in each monthly payment, together with the principal and uncreat as set both in the Nine and any late charges, an installment of any (2) mass and special assessments is visit or to be levied against the Property. (B) leaselinh payments in granted lends on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual annuals, as reasonably estimated by Londer, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such those payable to Lender prior to the due dates of such home, exceeds by more than one-sixth the estimated amount of payments required to pay such nems when due, and it payments on the Note are current, then Lender shall either return the excess over one-sixth of the estimated payments in credit the excess over one-static of the estimated payments to subsequent payments by florrower, at the option of florrower. If the total of the payments made by florrower for tiem (a), (b), or (c) is insufficient to pay the frem when due, then florrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security instrument, "Secretary" means the Secretary of Honsing and Urban Development or his or her designes. Most Security Instruments instruct by the Secretary are instructed under programs which require advance payment of the entire mortgage insurance premium. It this Security Institution is or was insured under a program which tild not require advance payment of the entire mortgage insurance premium, then each monthly payment shall also become either; (I) an installment of the annual mortgage insurance premium to be paid by leader to the Security, or (II) a monthly charge instead of a mortgage insurance premium If this Security Instrument is held by the Secretary. Bach monthly installment of the mortgage manrance promium shall be in an amount sufficient to accuminate the (all annual monty se insurance premium with Lender one month prior to the date the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is then to the Secretary, v. a bb. Secretary, v. a bb. Secretary, which is an amount squal to one-twellth of one-ludf percent of the cutstanding principal balance due on the Note.

If Horrower tenders (11) ader the full payment of all same secured by this Security Instrument, Horrower's account shall be credited with the balance remaining to, v', a stailments for items (a), (b) and (c) and any morrogen insurance promium installment that i ender has not become obligated to pay a the Secretary, and Lender shall promptly refund my excess finds to horrower. Installately prior to a tireclosure sale of the Propert of its acquisition by Londer, Dorrower's account shall be credited with any balance remaining for all installments for items (a), (b) and (c).

3. Application of Payments.

All Payments under paragraphs 1 and 2 shall be applied by Lender as follows:

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly manage insurance premium, rate a Portower paid the entire mortgage insurance premium when this Security instrument

SECOND, to any taxes, special assessments, casehold payments or ground roms, and five, flood and other hazard insurance promiums, as required;

THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note:

PIFTH, to fate charges due under the Note.

4. Fire, Flood and Other Hazard Insurance.

the order regard insurer all improvements on the Property, wheme was in existence or subsequently erected, against any invards, casualties, and contingencies, including fire, for which Lender requires had now. This insurance shall be mahushed in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on on a reoperty, whether now in existence or subsequently erected, against loss by floods to the extent required the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable of the favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of less if not made promptly by Borrower. Each insurance company concerned is hereby authorized and direct. In make payment for such loss directly in Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be poiled by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquest amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred in an Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding int the lose under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property three-linguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Preservation and Maintenance of the Property, Leaseholds.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property of deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is it. Lefault. Lender may take reasonable action to protect and preserve such vacant or abandoned property. If this Security Instrument is on a reasonable, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless. Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property.

Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Bor over shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's intrest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts districted by Louder under this Paragraph shall become an additional debt of Borrower and be secured by this Security instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall shall be paid to the entity legally entitled thereto.

8. Fees.

Lender may collect fees and charges authorized by the Secretary.

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JNOFFICIAL COPY 9. Grounds for Acceleration

Lander may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all soms secured by this Security Instrument if

- (f) Hornwor defaults by falling to pay in full any mentity payment required by this Recornly instrument prior to or on the doe date of
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval.

Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

- (i) All of part of the Property is otherwise transferred (other than by daying or descent) by the Domower, and
- (ii) The Property is ant accupled by the purchaser or grantee as his or har primary rasidence, or the purchaser or grantee does so occupy the property but his or her gredit has not been approved in accordance with the regularisments of the Secretary.

(c) No Walver,

If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Londer does not waive us rights with respect to subsequent events.

(d) Regulations .. HUD Secretary.

In many circums are a regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate paymen in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure it not permitted by regulation of the Secretary.

10. Reinstatement.

Borrower has a right to be reinstated a Cr. der has required immediate payment in full because of Borrowers's failure to pay an amount due under the Note or this Security Instrument. This right applies even after forcelesure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a line; sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. "I pon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceeding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the proving of the lien created by this Security Instrument.

11. Borrower Not Released; Forhearance By Lender Not a Walver.

Exension of the time of payment or modification of apportization of the same secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in it acres or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or randy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, Subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument or'ty to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally chiligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, mr lify, orbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

13. Notices.

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any unit address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated it with or any address. Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to be a been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability.

This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is tocated. In the vent that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other for visions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy.

Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents.

Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as Inistee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower, (a) all tents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Scarring Instrument: (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all tents due and unpaid to Lender or Lender's agent on Lender's written demand to

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full:

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- 17. Foreclosure Procedure. If Lender regules immediate payment in full under paragraph 9, Londer may foreclose this Security Instrument by judicial proceeding, and any temedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' teas and costs of title evidence.
 - th. Release. Upon payment of all sums accured by this Security Instrument, Londor shall release this Security Instrument without charge to Horrower. Horrower shall pay any reconstation posts.
 - 19. Waiver of Homestead. Homower waives all right of batteriesd exemption in the Property.

Horrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within NINITY DAYS from the date hersof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written sustened of any authorized agent of the Security dated subsequent to NINITY DAYS from the date bersof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Nothwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Londer's failure to result a morrgage insurance premium to the Secretary.

| | Riders to fals Security Instrument. If one instrument, the co-cut and of each such rider shall be induited Security Instrument as if the rider(s) were in a part of the security Instrument as if the rider(s) were in a part of the security Instrument as if the rider(s) were in a part of the security Instrument as if the rider(s) were in a part of the security Instrument as if the rider(s) were in a part of the security Instrument. | orperated into and | shall kmend and suppleme | recorded together with this Secur at the covenants and agreements o box(es)). | ity r | | |
|-------------|--|------------------------|---|---|--------------------|--|--|
| | Condond tom Abler | Inscribed K | ole Ruto Rider | Growing Equity Rider | | | |
| | Planned Unit Dave lope 5nt Rider | e | ed Paymont Rklor | Other PHA Due-On Si | de Kldor | | |
| | BY SIGNING BULOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. (SEAL) | | | | | | |
| | Witness: | | CATALINA TY UMB | Accoun | Borrower (SEAL) | | |
| | 77 (110,53). | 0/ | SARA ARROYO | 0.0 | Borrower | | |
| | | $-\tau$ | JOSE A. AR | R 0 ₹0 | Bornwer (Scal) | | |
| | | | ARMANDO F. | ARROYO | (Scal) | | |
| | • | | BALIAZAR V | . FLORES | (Seal) Borrower | | |
| | | | Unlente C | FLORES | (Scal) | | |
| | | | | | | | |
| | STATE OF ILLINOIS, | COOK | County ss: y and state, do hereby card | fy that O JOSE A. ARROYO, | AND SARA | | |
| | ARROYO, HUSBAND AND WIFE, ARMANDO F, ARROYO |). SINGLE MALE, | NEVER MARRIED, BALTA | ZAR V. FLORI'S, SINGLE MALE, | NEVER MARRIED AND | | |
| HAVEC. FLOR | SINGLE MALE. NEVER MARRIED, AND CATALI | NA T. UM, personally k | ENCZ, 51W64. F Mown to me to be the same | funding NAVA MARA person(s) whose name(*) | ARE | | |
| | subscribed to the foregoing instrument, appeared before | me this day in per | son, and acknowledged tha | THEY O | | | |
| | signed and delivered the said instrument as | HEIR free an | voluntary act, for the uses | and purposes therein set forth. | | | |
| | | | | | | | |
| | Given under my hand and official seal, this 1 | 5 Tobley of f | IOVEMBER 19 | 9.4 | 04 | | |
| | My Commission expires: | | Man de Al | 4 | 0400010 | | |
| | | | t 3.4010 | Notary Public | | | |
| | This instrument was prepared by: Mary Yacko | | | OFFICIAL SEAL GARY M PRUSAITIS PUBLIC STATE OF ILLINOR | 9 | | |
| | MID-AMERICA MORTGAGE CORPORATION 361 Frontage Road, Burr Ridge, IL 60521 | | NOTAR MY CO | GARY M PRUSALLIS Y PUBLIC STATE OF ILLINOR MMISSION EXP. APR. 8,1996 | · | | |

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PHA Cline No. 131-7802687

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 15th day of November, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to MID-AMERICA MORTGAGE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3924 North Spauldin Avenue, Chicago, 11 60618 (Proporty 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 BORROVER MUST PAY.

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

5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of April 1996 and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasur, Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Boart. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary (as defined in paragraph 7(B)). Lender will give Borrower notice of the tew Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest race by adding a margin of Three (3.000 %)

to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph 5(D) of this Note, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in paragraph 2 or this Note.

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(E) Calculation of Payment Change

If the Interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (l) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(G) Effective Date of Changes

A new interest tate calculated in accordance with paragraphs 5(C) and 5(D) of this Note will become effective in the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first pryment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph 5(F) of this Note. Borrower shall have no obligation to pay any increase in the topolity payment amount calculated in accordance with paragraph 5(E) of this Note for any payment date occuring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph 5(E) of this Note decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the pryment amount which should have been stated in a timely notice, then Borrower has the option of either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note tate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal of ender's obligation to return any excess payment with interest on demand is not assignable even it this Note is otherwise assigned before the demand for return is made.

BY SIGNING BELOW, Borrower accepts and agrees to he terms and covenants contained in

| this Adjustable Rate Rider. | | _ |
|-----------------------------|--------------------|----------------------------|
| Jose A. Arroyo | (Scal) #/ 2. | Armando F. Arroyo Burrower |
| | | |
| Baltazar V. Fiores | (Seal) | Valende C. Flores (Seal) |
| Baltazar V. Flores | Borrower | Valente C. flores Borrower |
| Sara Acroup | (Seal) | |
| SARA ARROYO | Borrower | |
| CATALINA T. UMEREZ | (Seal) Borrower | 7.0 |
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| | | () |

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