IOFFICIAI Doc#: 0402247133 Eugene "Gene" Moore Fee: \$52.00 Cook County Recorder of Deeds Name: Carla Gemmati Date: 01/22/2004 09:55 AM Pg: 1 of 15 Address After Recording Return To: FIRST NLC FINANCIAL SERVICES, LLC 700 W. HILLSBORO BLVD. B-1 #204 **DEERFIELD BEACH,, FLORIDA 33441** [Space Above This Line For Recording Data] MORTGAGE DEFINITION S Words used in metaple 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 Instrumer," means this document, which is dated January 13, 2004 , together with all Riders to this document. (B) "Borrower" is LUZ M. JUANEZ, AN UNMARRIED WOMAN Borrower is the mortgagor under this Security instrument. (C) "Lender" is FIRST NLC FINANCIAL SERVICES, LLC Lender is a Limited Liability Company organized and existing under the laws of the State of Florida Lender's address is 700 W HILLSBORO BLVD., BLDG. 1, STE 204, 5 TERFIELD BEACH, FL 33441 . Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated January 13, 2004. The Note states that Borrower owes Lender Two Hundred Twenty Eigh. Tor usand and no/100 Dollars (U.S. \$ 228,0 10.7) ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full rot le er than February 01, 2034 (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." (F) "Loan" means the debt evidenced by the Note, plus interest, any preproductal charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest. (G) "Riders" means all Riders to this Security Instrument that are executed by Lorrower The following Riders are to be executed by Borrower [check box as applicable]:

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinio is.

Condominium Rider

Biweekly Payment Rider

Planned Unit Development Rider

ILLINOIS—Single Family - Famile Mac/Freddle Mac UNIFORM INSTRUMENT

X Adjustable Rate Rider

Balloon Rider

1-4 Family Rider

ITEM 1876L1 (0011)

(Page 1 of 11 pages)

Form 3014 1/01 GREATLAND # To Order Call 1-800-530-9393 C Fax. 616-791-1131

Second Hame Kider

Other(s) [specify]

0402247133 Page: 2 of 15

## INOFFICIAL CO

- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, pointof-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "Escrow Items" means those items that are described in Section 3.
- (I.) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O' RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, keguli don X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that 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 montgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (P) "Succe.". Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrov er colligations 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 in Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose. Borrower does hereby mor gap and and convey to Lender and Lender's successors and assigns the following COOK County described property located in the Recording Jurisdiction of Recording Inrisdiction]

SEE ATTACHED LEGAL DESCRIPTION

which currently has the address of

H County 3333 WEST CULI OM A VENUE

CHICAGO

[City]

. Illinois

60618 [Zip Code] ('Paperty Address"):

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

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

ILLINOIS—Single Family - Faunte Mac/Freddie Mac UNIFORM INSTRUMENT

Form 3014 1/01

HEM 18/61.2 (0011)

(Page 2 of 11 pages)

GREATLAND ■ To Order Cali: 1-800-530-9393 (DFax: 616 791 1131

0402247133 Page: 3 of 15

## UNOFFICIAL COPY

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.

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial any nent if the payment or partial payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment in payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds, here are may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a casonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such tund, will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of P sym ents or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amount, shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the princip 1 balance of the Note.

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

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

3. Funds for Escrow Items, Borrower shall pay to Lender cathy day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of a no ints due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or endirection 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 ruled "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dies, Fees, and Assessments, if any, be excrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Porce oer shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the r unds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Corrower'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 warved 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 full 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

H.I.INOIS—Single Family | Famile Mac/Freddic Mac UNIFORM INSTRUMENT (TEM 1878L3 (2011) | (Page 3 of 11 pages Form 3014 1/0[ GREATLAND = To Order Call: 1-800-530-9393 L3Fax: 516 791-4151

0402247133 Page: 4 of 15

## UNOFFICIAL COPY

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 required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall not be be paid on the Funds. Lender shall not be paid on the Funds. Lender shall not be paid on the Funds. Lender shall be paid on the Funds. Lender shall not be paid on the Funds.

I, there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RF5.2A. Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the detection in accordance with RESPA, but in no more than 12 monthly payments.

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

4. Charges; U. a. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priving over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association 200 s. ces, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Continuous.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation exceed by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to rier at the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c)'s scares from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender is agreed attain priority over this Security Instrument, Lender if ay give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

5. Property Insurance. Borrower shall keep the improvements "ow existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, carthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What I ender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing doe is attrance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercited unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone accomination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification service. and a beguent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Age by 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 'roverty, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was

ILLINOIS---Single Family---Famile Mac/Freddie Mac UNIFORM INSTRUMENT

Forms 3014 T/01 GREATLAND # To Order Call: 1-600-530-939311Fax: 516-791-1131

HEM 1876L4 (0011)

(Page 4 of 11 pages)

0402247133 Page: 5 of 15

## UNOFFICIAL COPY

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. Le ider shall not be required to pay Borrower any interest or carnings on such proceeds. Pees for public adjusters, or other third praces, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower, it the retoration 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 in surance proceeds shall be applied in the order provided for in Section 2.

If Borrower abardor's the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower down not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property water Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount water exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (of er than the right to any refund of uncanned premiums paid by Borrower) under all insurance policies covering the Property, ms am as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or instance the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, est of sn, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Institument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unles Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances extended to the property as Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further determent on or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Let termay 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 is not the level of Borrower's obligation for the completion of such repair or restoration.

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

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, corrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gav. mat. itelly false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material mf/mi non) in connection with the Loan. Material representations include, but are not limited to, representations concerning Lor ower's occupancy of the Property as Borrower's principal residence.

ILLINOIS—Single Family - Faunte Mue/Freddie Muc UNIFORM INSTRUMENT

ITEM 1876Lb (0011)

(Page 5 of 11 pages)

Forus 3014 1/01 GREATLAND = Ta Older Call: 1-800 530-9393 (1 Fbx: 616-791-1131

0402247133 Page: 6 of 15

#### UNOFFICIAL COPY

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/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any 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 by rument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such naterest, 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 we title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10 Nortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the r. emirans required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lowe ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make squarately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to chain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalen 💯 the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If ... stantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the solurately 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, notwi listanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interes, or comings on such loss reserve. Lender can no longer require loss reserve payments if Mongage Insurance coverage (in the amo int end for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Ler Jer covires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance of a condition of making the Loan and Borrower was required to make separately designated payments toward the premiu as 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 feet in 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that puech see, the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage 1, surance.

Mortgage insurers evaluate their total risk on all such insurance in farce from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. There agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

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

H.LUNOIS—Single Family—Famile Mae/Freddle Mac UNIFORM INSTRUMENT

GREATLAND # To Order Call: 1-800-530-9393 (1 Fax. 616-791-1131

17FM 1870L6 (0011)

(Page 6 of 11 pages)

0402247133 Page: 7 of 15

## UNOFFICIAL COPY

- (b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were uncarned at the time of such cancellation or termination.
- 11. Assignment of Miscellaneous Proceeds; Forfeiture, All Miscellaneous Proceeds are hereby assigned to and shall be paid to Leader.

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

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

In the current 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 In the result immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in whiten, 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. Any telephone that taking, destruction, or loss in value. Any telephone 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 daim 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 property against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whe ner zivil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment or, Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration are occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender', in 3gment, 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 Fregut's 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 or to retuse the shall not be required to commence proceedings against any Successor in Interest of Borrower or to retuse the small motivation of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or the case of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or to nee y.

11.1.1NOIS—Single Family · Fannle Mue/Freddte Muc UNIFORM INSTRUMENT

Form 3014 L/OL GREATLAND W To Order Call: 1-800-530 9393 L) Fax 616 793-1131

VIEM 18/61.7 (0011) (Page 7 of 11 p

0402247133 Page: 8 of 15

## UNOFFICIAL COPY

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and hability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Society Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Leader may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

In the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other Loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge Loan to reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrow a which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be rear I 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 made by direct payment to Borrower will constitute a waiver of any right of Loan Borrower might have arising out of such overcharge.

- 15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in counter from with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actuary delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrower unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a harge of address through that specified procedure. There may be only one designated notice address under this Security Instrument and one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address states and one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address states and the 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 constituted 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 plant 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 Scalan 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 incut c. "Lich 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 tatural reason and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require

ILLINOIS—Single Family—Famile Mae/Freddle Mac UNIFORM INSTRUMENT

Form 3014 1/01 GREATLAND W To Order Call: 1-860-530 9393 Cl Fax: 516-791-1131

ITEM 1876L8 (0011)

(Page 8 of 11 pages

0402247133 Page: 9 of 15

## UNOFFICIAL COPY

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.

- 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security histrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall calinic unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstate tent sucus and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) mone, order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatemes, by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.
- 20. Sale of No.e; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the Loan Servicer) that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage lear servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written the conference of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and the after the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligation to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note parch serviced by the Note purchaser.

Neither Borrower nor Lender may commence, for a or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's action; pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any thity or ed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given to compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before of the period can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration as disoportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to section 22 and the notice of acceleration given to Borrower pursuant to section 22 and the notice of acceleration given to Borrower pursuant to section 25 acceleration given to Borrower pursuant to section 26 acceleration given to Borrower pursuant to section 27 and the notice of acceleration given to Borrower pursuant to section 28 acceleration given to Borrower pursuant to section 28 acceleration given to Borrower pursuant to section 29 acc

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Subrances" 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 solve its materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws an it v s of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Ciean" p" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Envirole ental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Haza dous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow ar one lise to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates a En recommental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition the arcerely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Froncety 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).

ILLINOIS—Single Family—Faunte Mac/Froildle Mac UNIFORM INSTRUMENT

Form 3014 t/01 GREATLAND To Order Call 1-830-530 9393/1768, 615-791-1131

ITEM 187619 (0011)

(Page 9 of 11 pages)

0402247133 Page: 10 of 15

## **UNOFFICIAL COPY**

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 selected by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall that it is inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the remedience of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums and all the 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, in facting, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 23. Release the in payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrowe shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is on I to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waiver of Home 4ea 1. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homes and exemption laws.
- 25. Placement of Collateral Procedin Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collacted. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim had dorrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insi rate purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Torrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of the insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, that the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Connection to the obtain on its own.

 Form 3014 1/01 GHEATLAND II To Order Call, 1 800 530-9393 (JFax 816-79)-1131

0402247133 Page: 11 of 15

# **UNOFFICIAL COPY**

BY SIGNING BELOW, Borrower accepts and agrees to to Security Instrument and in any Rider executed by Borrower and	the terms and covenants contained in pages 1 through 11 of this recorded with it.	j
LUZ M. JUAREZ (Seal)  Borrower	(Seal) Borrower	:
(Seal) Borrower	(Seal) -Borrower	
. (Sral) Bostower	(Seal) -Bonower	
Witness:	Witness:	
State of Illinois County of COOK		
This instrument was acknowledged before me on J. nual LUZ M. JUAREZ	y 13, 2004 (date) by (name[s] of persou[s]).	0
"OFFICIAL SEAL"  LAURIE ANN MCDONALD  Notary Public, State of Illinois  My Commission Expires 12/19/06	Notary Priblic	
	O <sub>Sc.</sub>	

ILLINOIS—Single Family—Faunte Mae/Freddte Mac UNIFORM INSTRUMENT

Ferm 3014 1/01 GREATLAND II 70 Order Call: 1-800-530-0393 £1Fax 516-791 1130

0402247133 Page: 12 of 15

## **UNOFFICIAL COPY**

ORDER NO.: 1301 - 004332565 ESCROW NO.: 1301 - 004332565

1

STREET ADDRESS: 3333 W. CULLOM

CITY: CHICAGO ZIP CODE: 60618 COUNTY: COOK

TAX NUMBER: 13-14-412-010-0000

# LEGAL DESCRIPTION:

LOT 3 IN BUCKLEY'S RE-SUBDIVISION OF LOTS 11 12 13 AND 14 IN BLOCK 3 IN WILLIAM H. CONDON'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THILD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

0402247133 Page: 13 of 15

## **UNOFFICIAL COPY**

#### ADJUSTABLE RATE RIDER

(LIBOR Six-Month Index (As Published In The Wall Street Journal)-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 13th day of January 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

FIRST NLC FINANCIAL SERVICES, LLC

("Lender") of the same date and covering the property described in the Security Instrument and located at: 3333 WEST CULLOM AVENUE CHICAGO, IL 60618

[Property Address]

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

ADDY NAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borro et and Lender further covenant and agree as follows:

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

The Note provides for an initial interest rate of interest rate and the month, payments, as follows:

6.2500%. The Note provides for changes in the interest rate and the month, payments, as follows:

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

(A) Change Dates

The interest rate I will pay may charge on the first day of February 2007 and on that day every sixth month thereafte. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my inter st trie will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. de has denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The plast secent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six

percentage points ( 6.000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

 $\label{eq:multistate} \textbf{MULTISTATE ADJUSTABLE RATE RIDER-LIBOR SIX-MONTH INDEX (AS PUBLISHED IN \textit{THE WALL STRLET JOURNAL)} \\ -Single Family$ 

FEM 65587L1 (C57511) (0304)

(Page 1 of 3 pages)

GREATLA () # Fo Order Call: 1-800-530-9593 () Fax 616 /91- \*\*\*\*

0402247133 Page: 14 of 15

## **UNOFFICIAL COPY**

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 1 am required to pay at the first Change Date will not be greater than 9.2500% or less than 6.2500%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One

percentage points ( 1.0000%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.2500% or less than 6.2500%.

#### (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 my be who be given me to and also the title and telephone number of a person who will answer any question I may in the regarding the notice.

#### B. TRAY SFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 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 agrament, 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 P ope ty or any Interest in the Property is sold or transferred (or if Borrower is not a natural person at a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender any require immediate payment in full of all sums secured by this Security Instrument. However, it is option shall not be exercised by Lender if such exercise is prohibited by Applicable Lav. It is option shall not exercise this option if: (a) Borrower causes to be submitted to Lender in formation required by Lender to evaluate the intended transferre as if a new loan were being made to the transferree; and (b) Lender reasonably determines that Lender's security will not be impaired by the cloan assumption and that the risk of a breach of any covenant or agreement in this Security in ray need is acceptable to Lender.

To the extent permitted by Applicable Law, Lender nay charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also v..., require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument and is a Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, J., der 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 and pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior in the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

GREATI AND To Order Call: 1-800-530-9093 LUFax: 616-791-113

(Page 2 of 3 pages)

(TEM 65587L2 (C5751L) (0304)

0402247133 Page: 15 of 15

# **UNOFFICIAL COPY**

LUZ M. JUAREZ	(Seal) Borrower	(Seal Вогоwе
	(Scal) Batower	(Seal Borrowo
	(Scal) Borrower	(Sea -Borrow
Ox	Of County C	
	Co,	
	J. J. C.	
		10/7/5 O/5/