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Return To:

NATIONAL CITY MORTGAGE CO P.O. Box 8800 Dayton, OH 45401-8800

104243. RTC 1002

Doc#: 0411335127 Eugene "Gene" Moore Fee: \$60.00 Cook County Recorder of Deeds

Date: 04/22/2004 11:05 AM Pg: 1 of 19

Prepared By: MICHELLÉ CHAMBERLAIN NATIONAL CITY MORTGAGE CO P.O. Box 8800 Dayton, OH 45401-8800

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MORTGAGE

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DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated March 3, 2004 together with all Riders to this document.

(B) "Borrower" is

KRISTEN B WHITE and DAVID D WHITE Wife and Husband

Borrower is the mortgagor under this Security Instrument. THIRD COAST MORTGAGE LLC (C) "Lender" is

corporation Lender is a THE STATE OF ILLINOIS organized and existing under the laws of

ILLINOIS - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT

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VMP MORTGAGE FORMS - (800)521-7291

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(0100) (71)9- (0010)

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Dollars

under RESPA, "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a or any additional or successor legislation or regulation that governs the same subject matter. As used in this implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its Note, plus (ii) any amounts under Section 3 of this Security Instrument. (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and int rest under the the Loan. (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of or default on, condition of the Property. (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) (L) "Miscellaneous Proceeds" means any compensation, settlement, 27, a of damages, or proceeds paid by (K) "Escrow Items" means those items that are described in Section 5. transactions, transfers initiated by telephone, wire transfers, and automa ed clearinghouse transfers. account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, association or similar organization. charges that are imposed on Borrower or the Property by a condominium association, homeowners (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other non-appealable judicial opinions. ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, Other(s) [specify] Biweekly Payment Rider VA Rider 1-4 Family Rider Planned Unit Development Rider Balloon Rider Second Home Rider Condominium Rider Adjustable Re a Rider Riders are 1.3 he executed by Borrower [check box as applicable]: (G) "Enders" means all Riders to this Security Instrument that are executed by Borrower. The following due under the Note, and all sums due under this Security Instrument, plus interest. (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges (E) "Property" means the property that is described below under the heading "Transfer of Rights in the

April 1, 2034

535,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic

Warch 3, 2004

82 KEVERE DR , NORTHBROOK, IL 60062 Lender's address is

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

FIVE HUNDRED THIRTY FIVE THOUSAND & 00/100

Payments and to pay the debt in full not later than

Lender is the mortgagee under this Security Instrument.

The Note states that Borrower owes Lender

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(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

Cook

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

[Name of Recording Jurisdiction]:

of

Parcel ID Number:

("Property Address"):

which currently has the address of [Street]

60521

[Zip Code]

which .

[Cir.], Illinois

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

BORROWER COVENANTS that Borrower is lawfully seised 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.

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.

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3. Funds for Escrow Items. Borrower shall pay to Lender on the day Perolic Payments are due under the Mote, until the Mote is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security It str. incent as a lien or any sums payable by Borrower to Lender under Section 5; and (d) Mortgage Insurance primiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance primiums, if any, ascordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any more during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any time. Any such waiver may only be in writing. In the event of such waiver, Borrower Berrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower and the angent of such waiver.

Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items, Borrower shall pay to Lender on the day Bergor Dayments.

applied first to any prepayment charges and then as described in the itote.

Any application of payments, insurance proceeds, or Miscellaneous (receeds to principal due under the

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the pryment may be applied to the delinquent payment received from Borrower to the repayment of the 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 Periodic Payments any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the charges and then as a payment shall be applied first to any prepayment charges and then as described in the charges and then as a payment which includes the payment of the payment and the payment are payments and the payment and payment are payment and payment are payment and payment are payment are payment and payment are payment are payment are payment are payment are payment

balance of the Note.

2. Application of Paymer. 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 amounts shall be applied first to late charges, second to any other amounts due ander this Security Instrument, and then to reduce the principal balance of the Note.

such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment be Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, the furum, but Lender is not obligated to apply such payments at the time such payments are accepted. If each periodic resyment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not apply such funds or return borrower does not applied earlier, such funds will be applied to the outstanding principal balance under the Mote 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.

2. Application of Paymer, or Proceeds. Except as otherwise does not be made in the Security Instrument.

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 Payments are deemed received by Lender when received at the location designated in the Note or at

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shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lenda 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 snall perhaps 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 give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in esc ow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RE3PA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as roouired 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 excraw, 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 deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

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

Borrower shall promptly discharge any lien which has priority over this Security Listiument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good tails by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10

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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 Borrow at otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required to restoration or repair of the Property, if the restoration period, Lender shall nave the right to Lender's security is not lessened. During such repair and restoration period, Lender shall nave the right to have been completed to Lender's astisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower shall not be earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be earnings on such proceeds. Hees for public adjusters, or other third parties, retained by Borrower shall not be earning out of the insurance proceeds and shall be the sole obligation of Borrower shall not be repair is not economically feasible or Lender's security instrument, whether or not then due, with the shall be applied to the sums secured by this Security Instrument, whether or not then due, with the

name Lender as mortgagee and/or as an additional loss payee.
In the event of loss, Borrower shall give prompt notice to

right to disapprove such policies, shall include a standard nortgage 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 renewal notices. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and trenewal notices. If Borrower obtains any form of insurance coverege, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a fast and and mortgage clause and shall manner I ender a mortgage clause and shall manner.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's

to Borrower requesting payment.

coverage, at Lender's oxiron and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of co erage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower asknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtain d. 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 the Content of the Insurance from Lender interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender and shall be noticed from Lender and shall be not lender and lender and shall be not lender and shall be not lender and shall be not lender and lende

determination resulting trom an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender hay Lender adisapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require services and tracking services; or (b) a one-time charge for flood zone determination, services and subject to Lender may require shall also be responsible for the payment of any fees services and subject or certification. Borrower shall also be responsible for the payment of any fees after such as a fine that the services and subject to be certification. Borrower shall also be responsible for the payment of any fees after may an objection with the review of any flood zone determination resulting terms an objection by the Fereral Emergency Management Agency in connection with the review of any flood zone determination resulting terms and objection by the fees the payment of any flood zone determination and objections by the fees the payment of any flood zone determination and certification and determination of any flood zone determination or certification. Borrower shall also be responsible for the payment of any flood zone determination and certification and determination of any flood zone determination and any flood zone determination and any flood zone determination of any flood zone determination and any flood zone determination of any flood zone determination and any flood zone determination and the flood zone determination and flood zone determination and any flood zone determination and flood zone determination and fl

service used by Lender in connection with this Loan.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting

actions set forth above in this Section 4.

days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the

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

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

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

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

Mortgage Insurance reimburses Lender (or any entity that purchases u.º Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce loss is. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. 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 reincurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in 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 Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage

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has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing reasonable or appropriate to protect Lender's interest in the Property and rights under this Security regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forteiture, for a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If

residence. are not limited to, representations concerning Borrower's occupancy of the Propure 3s Borrower's principal

provide Lender with material information) in connection with the Loan. Material representations include, but consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to

Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or 8. Bottower's Loan Application. Bottower shall be in default it, during the Loan application process,

Borrower notice at the time of or prior to such an interior inspection appetitying such reasonable cause. reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has Bortower is not relieved of Bortower's obligation for the completion of such repair of restoration.

completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, tor the repairs and restoration in a single payn on in a series of progress payments as the work is restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds connection with damage to, or the taking ci, the Property, Borrower shall be responsible for repairing or damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if the Property from deteriorating of decreasing in value due to its condition. Unless it is determined pursuant to Whether or not Borrower is reading in the Property, Borrower shall maintain the Property in order to prevent destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not exist which are beyond Dorrower's control. agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise within 60 as/s after the execution of this Security Instrument and shall continue to occupy the Property as

6. Occapancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence

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

excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in

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Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby

assigned to and shall be paid to Lender.

If the Property is damaged, 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.

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

any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immedia ely before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Porro wer and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair mark't value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall te paid to Borrower.

In the event of a partial taking, destruction, or k ss 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 nouce by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to sente a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied

in the order provided for in Section 2.

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

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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 might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall

15. Notices. All notices given by Borrower or Lender in cont. ection with this Security Instrument must been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice saddress if sent by other means. Notice to any one Borrower shall con usual notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall on 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 Property Address unless address, then Borrower's change of address. If Lender specifies a procedure for reporting promptly notify notify notify one designated notice address under this Security Instrument at any one time. Any notice to Lender shall promptly notify be given by delivering it or by mailing it by first class mail to Lender's address stated hereit, unless Lender be given by delivering it or by mailing it by first class mail to Lender's address stated hereit, Instrument shall not be deemed to have been given to Lender hay notice in connection with this Security Instrument shall not be deemed to have been given to Lender Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges callested or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums alrestly collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note of Borrower. Lender may choose to make this refund by reducing the principal owed under the Note). Borrower is a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any "action Borrower in the Note of any right of action Borrower might have arising out of such overcharge.

Borrower's default, i.e. the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, inclueing, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the sessence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be constant as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by it is Security Instrument or by Applicable Law.

If the Loan is subject to a lay which are maximum loan charge and the Loan is subject to a lay which are maximum loan charge.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligators under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument shall bind (except as provided in Section writing. The coverants and assigns of this Security Instrument shall bind (except as provided in Section writing. The coverants and assigns of the Security Instrument shall bind (except as provided in Section with and benefit the successors and assigns of Lender.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and servers that Borrower's obligations and liability 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 letms 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.

any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments form third persons, entities or Successors in Interest 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 remedy.

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not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

- 17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural peason and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender row require immediate payment in full of all sums secured by this Security Instrument. However, this option so all 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 tess 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 domand 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 Listrument. 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 covenar is 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 Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and right; under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrumer: shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrow or pay such reinstatement sums and expenses 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. Upon reinstatement 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 Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial in Post 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 loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a

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Environmental Cleanup.

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

the Property (including, but not limited to, hazardous substances in consurner products). Substances that are generally recognized to be appropriate to nor nal esidential uses and to maintenance of sentences shall not apply to the presence, use, or storage on the Froperty of small quantities of Hazardous Hazardous Substance, creates a condition that adversely after is he value of the Property. The preceding two Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental

Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous

means a condition that can cause, contribute to. or otherwise trigger an Environmental Cleanup. remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" to health, safety or environmental ractetion; (c) "Environmental Cleanup" includes any response action, "Environmental Law" means federal laws of the jurisdiction where the Property is located that relate herbicides, volatile solvents, r.a rials containing asbestos or formaldehyde, and radioactive materials; (b) following substances: gazeline, kerosene, other flammable or toxic petroleum products, toxic pesticides and

substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the 21. Haza: do . so bestances. As used in this Section 21: (a) "Hazardous Substances" are those satisfy the new small opportunity to take corrective action provisions of this Section 20.

to Section 2.2 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant period which must elapse before certain action can be taken, that time period will be deemed to be reasonable reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an

unless otherwise provided by the Note purchaser. Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser

than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other

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

- 22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrowe: spall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.
- 25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be and led to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.





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. (Seal)	(Seal)
(Seal) THM d divad	
KRISTEN B WHITE -Borrower	

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

Security Instrument and in any Rider executed by Borrower and recorded with it.

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STATE OF ILLINOIS, I, BARBARA COLLINS

, a Notary Public in and for said county and

state do hereby certify that,

Kristen b. White all David D. White husband wite

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they/signed and delivered the said instrument a his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

day of March, 2004

My Commission Expres: 12/12/06

Cook County Clark's Office

Notary Public

OFFICIAL SEAL **BARBARA COLLINS** Notary Public - State of Illinois My Commission Expires Dec 12, 2006

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Commitment Number: 104223-RILC

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

LOT 13 IN BLOCK 7 IN THE SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD, RIGHT OF WAY (EXCEPT THE NORTH 241.56 FLET OF SAID WEST 1/2 OF SAID SOUTHWEST 1/4), IN COOK COUNTY, ILLINOIS.

PIN: 18-06-214-013-0000

CKA: 230 JUSTINA, HINSDALE, ILLINOIS 60521

(104223-RILC.PFD/104223-RILC/22)

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UNOFFICIAL COPY ADJUSTABLE RATE RIDER

(Initial Period: Interest Only; Subsequent Period: One-Year London Interbank Offered Rate (LIBOR) Index, Rate Caps)

This Adjustable Rate Rider is made this 3rd day of March 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 (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

THIRD COAST MORTGAGE LLC

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

230 JUSTINA ST HINSDALE , Illinois 60521

[Property Address]

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

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

1. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an Initial Interest Pair of 4.500 %. The Note provides for changes in the interest rate and the monthly payments as follows:

(A) Change Dates

The Initial Interest Rate I pay may change on the Frit day of April , 2009 and on that day every thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index.

The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market, as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each hange Date is called the "Current Index."

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

(C) Calculation of Change

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

TWO AND ONE-QUARTER percentage points (2.250 %) to the Crarent Index.

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

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.500 % or less than 2.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage points (2.000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 9.500 %.

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Effective Date of Changes (E)

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 payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

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

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER 2. Section 18 of the Security Instrument is amended to read as follows:

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require in mediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option it (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Lav Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign as assumption agreement that is acceptable to Lender and that obligates the trans eree to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will concinue to be obligated under this Note and Security Instrument unless Lender releases Borrower in writing.

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

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

(Seal)	DAVID D WHITE	(Seal)
 (Seal) orrower		(Seal) Borrower
 (Seal) lorrower		(Seal) Borrower
 (Seal) Sorrower		(Seal) Borrower [Sign Original Only]

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BORROWER OCCUPANCY RIDER

This Borrower Occupancy Rider is made to	this 3rd day of March		
2004 and is incorporated into and shall b	be deemed to amend and supplement the		
Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given			
by the undersigned (the "Borrower") to secure said	borrower's Note to		
MINTED COACH MORTGAGE LLC. 85 REVERE DR. N	ORTHBROOK, IL 60062 (me		
"Lender") of the same date and covering the prope	rty described in the Security Instrument and		
located at:			
230 JUSTINA ST			
HINSLALL, Illinois 60521			
Additional Covenants. In addition to t	he covenants and agreements made in the		
Security Instrument, Borrower and Lender further	covenant and agree as follows:		
$O_{\mathcal{F}}$			
BORROWER OCCUPANCY COVENANT			
	horrower's principal residence within SiXIV		
Borrower agrees to occupy the property as borrower's principal residence within sixty (60) days after the date of the Security Instrument. If Borrower does not so occupy the			
(60) days after the date of the Security instrum	ediate payment in full of all sums secured by		
property, Lender may, at its option, require implediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is			
prohibited by law as of the date of the Security Ins	criment.		
	* /X.		
By signing below, Borrower accepts and a	grees to the terms and covenants contained in		
this Borrower Occupancy Rider.	()		
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Borrower	Borrower		
Bollower	0		
Borrower	Borrower		
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