

Doc#: 0414733070 Eugene "Gene" Moore Fee: \$78.00 Cook County Recorder of Deeds Date: 05/26/2004 08:24 AM Pg: 1 of 10

WHEN RECOVEDED MAIL TO: PLATINUM CAPITAL GROUP D/B/A PRIMERA MORTGAGE COMPANY 1441 SOUTH LATLEM AVENUE BERWYN, ILLINO'S 60402

[Space Above This Line For Recording Data]

MIN: 1000866-0037500864-8

Loan Number: 37500864

MORTGAGE

FHA CASE NO.

137-2925193-<u>703</u>

THIS MORTGAGE ("Security Instrument") is given on MAY 13, 2004 The Mortgagor is MARIE KULSIC, AN UNMARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MER",") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint MI 48501-2026, tel. (888) 679-MERS.

an address and telephone indinder of 1.6. Box 2009, The property of the proper CORPORATION . and

under the laws of CALIFORNIA

has an address of 17101 ARMSTRONG AVENUE, SUITE 200, IRVINE, CALIFORNIA 92614

Borrower owes Lender the principal sum of ONE HUNDRED TWENTY THOUSAND FIVE HUNDRED Dollars (U.S. \$ 120,597.00 NINETY SEVEN AND 00/100 This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2034 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other st ms, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hearty mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in

County, Illinois: LOUK
LOT 45 AND 46 IN BLOCK 4 IN THE SUBDIVISION OF THAT PART OF THE
NORTHEAST 1/4 OF SECTION 12, NORTH OF THE INDIAN BOUNDARY LINE AND
NORTH OF THE SOUTH 15.56 CHAINS IN TOWNSHIP 36 NORTH, RANGE 13 EAS
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. EAST A.P.N. #: 28-12-204-026 & 027

(6/96)

FHA ILLINOIS MORTGAGE - MERS Document Systems, Inc. (800) 649-1362

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BOX 333-M

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which has the address of 14304 SOUTH MCKINLEY AVENUE

Illinois

60469

("Property Address");

POSEN

[City]

[Zip Code]

TOGETHES. 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 understards and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, in cossary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the igh: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; arc to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVELANTS 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 and [20]. Charge. Borrower shall pay when due the principal of, and interest

on, the debt evidenced by the Note and late clarges due under the Note.

2. Monthly Payment of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph. 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Secretary Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance problem to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Secretary Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "I scrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the

maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures maximum amount that may be required for Borrower's escrow account there he heat Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 Chr. 2rt 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RECr. for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may for be based on amounts due for the

mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and equire Borrower to make

up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security in arrenent. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender, has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows: FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note; and

FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrover shall also insure all improvements on the Property, whether now in existence or subsequently erected, again, loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not In the event of loss Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrover. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to conder, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Jender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restriction or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such paymens. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto. In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness all right title and interest of Borrower in and to insurance policies in force shall pass to the

the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the

purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or y thin sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, d mage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Indee may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, ruring the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrume a is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

be merged unless Lender agrees to the merger in writing.

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

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay those obligations of the payment. If failure to pay would adversely affect Lender's interest in

on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly

affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate,

and at the option of Lender shall be immediately due and payable.

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 secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borr ver shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Fees. Linder may collect fees and charges authorized by the Secretary.

Grounds for Acceleration of Debt.

(a) Default. Le ider may, except as limited by regulations issued by the Secretary in the case of payment

defaults, require in mediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower of ults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower de auts by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument in this Security Instrument.

(b) Sale Without Credit A proval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j - 3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold

or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but

Lender does not require such payments, Lende does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to equire immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Ac. vithin 60 DAYS date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security

Instrument. A written statement of any authorized agent of the Sec. etary dated subsequent to 60 DAYS
from the date hereof, dec ining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Not withstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance it so ely due to Lender's failure to remit

a mortgage insurance premium to the Secretary.

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

Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any

demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising

any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or

the Note withe t that Borrower's consent.

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

as provided in this paragrap...

14. Governing Law; Se erability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Prop rty is located. 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 'he conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower snall be given one conformed copy of the Note and of this Security Instrument. 16. Hazardous Substances. Borrower shal not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written no ice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private prity involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual know edge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are the substances defined as toxic or hazardous substances

by Environmental Law and the following substances: gasoline, kerose is other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means in ceral laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Under all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, pric. to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents

constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be teld by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrume...; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents

due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any set that would prevent Lender from exercising its rights under this paragraph 17.

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

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18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without na ge to Borrower. Borrower shall pay any recordation costs.

20. Waiver of Heart strad. Borrower waives all right of homestead exemption in the Property.

21. Riders to this sample Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the lovenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of his Security Instrument as if the rider(s) were in a part of this Security Instrument.

[Check applicable box(es)].		•
Condominium Rider	Graduated Payment Rider	Growing Equity Rider
Planned Unit Development Rid	er 🖾 Adjustable Rate Rider	Rehabilitation Loan Rider
Non-Owner Occupancy Rider	Other [Specify]	
BY SIGNING BELOW, Borrower Instrument and in any rider(s) execute	accepts and as reas to the terms contained by Borrower and recorded with it.	ned in pages 1 through 7 of this Security
Marie Kulsie	' (
Marie Hulsie	(Seal)	(Seal)
MARIE KULSIC	-Borrower	-Borrower
	(Seal)	(61)
	-Borrower	-Borrower
	(Seal)	(Cost)
	-Borrower	(Seal) -Borrower
¥724	****	10.
Witness:	Witness:	
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		O,5

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STATE OF ILLINOIS. COOK

I, HOUNDERS AND ARIE KULSIC

A Notary Public in and for said county and state,

personally known to me to be the same person(s) whose name(s)
instrument, appeared before me this day in person, and acknowledged that said instrumer. a signed and delivered the free and voluntary act, for the uses and purposes therein set forth.

Given under my and and official seal, this

OFFICIAL STAL*

MARY PETPUSHA

Nu Stale of Illinois

My Commission Expired: 11/23/04

My Commission expires: (1/53/04/

This instrument was prepared by:

(Name)

(Address)

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MIN: 1000866-0037500864-8

Loan Number: 37500864

FHA MULTISTATE ADJUSTABLE RATE RIDER

FHA CASE NO.

137-2925193-703

THIS AF JUSTABLE RATE RIDER is made this 13th day of MAY and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to PLATINUM CAPITAL GROUP D/B/A PRIMERA (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

14304 SOUTH MCKINLTY AVENUE, POSEN, ILLINOIS 60469 [Property Address]

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

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate may change on the 1st day of OCTOFER, 2005 that day of each succeeding year. "Change Date" means each date on v nich the interest rate could change.

Beginning with the first Change Date, the interest rate will be based on an index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant auturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most reconstruction available 30 days before the Change Date. If the Index (as defined above) is no longer available Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary means the Secretary of Housing and Urban Development or his or her designee. Lender will give Borrower notice of the new

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a ingrein of TWO AND 250/1000 percentage points (Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Sut jec 2.250 %) to the to the limits stated in Paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The existing interest rate will never increase or decrease by more than ONE AND 000/1000 percentage points (1.000 %) on any single Change Date. The interest rate will never be more than FIVE AND 000/1000 percentage points (5.000 %) higher or lower than the initial interest rate.

(E) Calculation of Payment Change

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

(F) Notice of Changes

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

(G) Effective Date of Changes

A new interest rate calculated in accordance with Paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Londer has given Borrower the notice of changes required by Paragraph (F) of this Rider. Borrower stall have no obligation to pay any increase in the monthly payment amount calculated in accordance with Pa cap aph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with Paragraph (E) of this Rider decrease, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option we ither (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess par ment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to reur any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is SO PRICO

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this FHA Adjustable Rate Rider.

(0.1	Mane Kulse (Seal)
(Seal	MARIF KULSIC -Borrower
-Borrowe	
(Seal	(Seal)
-Borrowe	-Borrower
	Ox
(Seal	(Seal)
-Borrowe	-B)rrower
Punit Clart's Orse.	