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Return To: Emigrant Mortgage Company, Inc

7 Westchester Plaza Elmsford, New York 10523 914-785-1100

Prepared By:

Anissa Brown 7 Westchester Plaza Elmsford, New York 10523 914-785-1100

Doc#: 0429242038 Eugene "Gene" Moore Fee: \$76.00

Cook County Recorder of Deeds Date: 10/18/2004 01:57 PM Pg: 1 of 27



Doc#: 0435204044

Eugene "Gene" Moore Fee: \$154.00 Cook County Recorder of Deeds

[Space Above This Line For Recor, Date: 12/17/2004 09:58 AM Pg: 1 of 29

MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated October 4th, 2004

together with all Riders to this document.

(B) "Borrower" is Robert Hazzard and Cynthia P. Hazzard

** married to famila turava * asingle woman

Borrower is the mortgagor under this Security Instrument. (C) "Lender" is Emigrant Mortgage Company, Inc

Lender is a Corporation organized and existing under the laws of The State of New York

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

Form 3014 1/01

VMP MORTGAGE FORMS - (800)521-7291/

16-recorded to ault Interest Rate Rider + EARLY Propagnent/

0435204044 Page: 2 of 29

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Lender's address is 7 Westchester Plaza, Elmsford, New York 10523

Lender is the mortgagee under this Secu	rity Instrum	nent.	
(D) "Note" means the promissory note s	igned by Bo	orrower and dated	October 4th, 2004
The Note states that Borrower owes Len	der One	Hundred Eight	Thousand Eight Hundred
and $no/100$.		3	Dollar
(U.S. \$ 108,800.00) plus	interest. Bo	rrower has promise	d to pay this debt in regular Periodi
Payments and to pay the debt in full not	later than	November 1st	. 2034
(E) "Property" means the property tha	t is describe	ed below under the	heading "Transfer of Rights in th
Property."	•	on solo ii dilati tila	neuding Transier of Rights in th
(F) "Loan" means the debt evidenced b	v the Note.	plus interest any i	nrenayment charges and late charge
due under the Note, and all sums due un	der this Sec	urity Instrument n	lus interest
(G) "Riders" means all Riders to this S	Security Ins	froment that are ex	ecuted by Rorrower. The following
Riders are to be executed by Borrower [check box a	s annlicablel.	becated by Bollower. The lonowing
of months of the	meen oon a	s application.	
Adjustable Rate Rider X Condon	ninium Rid	er ·	Second Home Rider
			1-4 Family Rider
	ly Payment		
	ult Int.		Other(s) [specify]
Prepymt. Penalty	luit III.	. Nate	
	rolling on	alianble fodomal at	-A
(H) "Applicable Law" means all con	ordore (that	t have the effect of	ate and local statutes, regulations
ordinances and administrative rules and non-appealable judicial opinions.	orders (mai	i have the effect of	law) as well as all applicable final
			11 1 6
(I) "Community Association Dues, Fed	s, ann Ass	assments" means a	Il dues, fees, assessments and other
charges that are imposed on Borrowe association or similar organization.	or the Pi	roperty by a cond	ominium association, homeowners
		O_{λ}	
(J) "Electronic Funds Transfer" mean	is any tran	sier of hinds, other	er than a transaction originated by
check, draft, or similar paper instrume	nt, which i	is initiated through	an electronic terminal, telephonic
instrument, computer, or magnetic tape a	so as to ord	er, instruct, or auth	orize a financial institution to debi
or credit an account. Such term include	s, out is n	of limited to, poin	of-sale transfers, automated teller
machine transactions, transfers initiate transfers.	d by telep	onone, wire transf	ers, and automated clearinghouse
	1		'O _A .
(K) "Escrow Items" means those items t	nat are desc	ribed in Section 3.	
(L) "Miscellaneous Proceeds" means ar	y compensa	ation, settlement, a	ward of damages, or proceeds paid
by any third party (other than insurance	proceeds pa	and under the cover:	ages described in Section 5) for: (i)
damage to, or destruction of, the Prope	rty; (11) co	ndemnation or oth	er taking of all or any part of the
Property; (iii) conveyance in lieu of con	demnation;	or (iv) misreprese	ntations of, or omusions as to, the
value and/or condition of the Property.			
(M) "Mortgage Insurance" means insur	ance protec	ting Lender against	the nonpayment of, or default on,
the Loan.			C
(N) "Periodic Payment" means the regul	arly schedu	iled amount due for	(i) principal and interest under the
Note, plus (ii) any amounts under Section	3 of this S	ecurity Instrument.	
(O) "RESPA" means the Real Estate Ser	tlement Pro	ocedures Act (12 U	.S.C. Section 2601 et seq.) and its
implementing regulation, Regulation X	24 C.F.R.	Part 3500), as the	ey might be amended from time to
time, or any additional or successor legis	lation or re	gulation that govern	ns the same subject matter. As used
in this Security Instrument, "RESPA" rel	ers to all re	equirements and res	trictions that are imposed in regard
to a "federally related mortgage loan" ev	en if the L	oan does not qualit	fy as a "federally related mortgage
loan" under RESPA.			3 : 1
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0435204044 Page: 3 of 29

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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

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

COOK

[Name of Recording Jurisdiction]:

See Schedule "A" attached hereto and made a part hereof.

28-09-100-138

14513 SUSSEX CT # 14513-PH

which currently has the address of

[Street]

OAK FOREST

[City], Phinois 60452-1051 [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the proper v 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.

-6(IL) (0010)

Page 3 of 15

0435204044 Page: 4 of 29

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SCHEDULE A ALTA Commitment File No.: 400983

LEGAL DESCRIPTION

Unit 14513-PH-2 together with its undivided percentage interest in the common elements in Scarborough Fare Condominium, as delineated and defined in the Declaration recorded as document number 22907419 as amended from time to time, in the west 1/2 of the northwest 1/4 of Section 9, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Proberty of Cook County Clerk's Office

Brown

Authorized Signature

0435204044 Page: 5 of 29

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currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

2. Application of Payments 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 ary other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Period c P yments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security transment as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property of any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

Page 4 of 15

Form 3014 1/01

0435204044 Page: 6 of 29

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be 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 escrow as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, 25 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 more than

Upon payment in full of all sums secured by this Security Instrument Leader 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. 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 Instrument 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 faith 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

-6(IL) (0010)

Page 5 of 15

0435204044 Page: 7 of 29

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What 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's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require per ower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination certification and tracking services; or (b) a one-time charge for flood zone determination and certification. Services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any feet imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

-6(IL) (0010)

Page 6 of 15

Initials: Form 3014 1/01

0435204044 Page: 8 of 29

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

- 8. Borrower's Loan Application. Borrower shall be in default if, ouring the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's carryancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

Form 3014 1/01 Page 7 of 15

0435204044 Page: 9 of 29

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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 Forrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless

Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall prove the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Lisuiance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by 1 ender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact has the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borlover was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a nor-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

-6(IL) (0010)

Page 8 of 15

0435204044 Page: 10 of 29

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

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

assigned to and shall be paid to Lender.

If the Property is damaged, 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. Urless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Freeeds, 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 M. scelleneous 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 sums secured by this Security Instrument, whether or not then due, with

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

immediately before the partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums

secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice of Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" nears 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 regular that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Under's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender Initials: Form 3014 1/01

-6(IL) (0010)

Page 9 of 15

0435204044 Page: 11 of 29

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

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees 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 terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

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

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 collected 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 already 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 or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall comptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

-6(IL) (0010)

Page 10 of 15

0435204044 Page: 12 of 29

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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. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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

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

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

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

- 19. Borrower's Right to Reinstate Afte: 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 mig'a specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other corenants 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) is less such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Its rument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as se ected 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, instarmentality 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 interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage 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

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Form 3014 1/01 Page 11 of 15

0435204044 Page: 13 of 29

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable have provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to care given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant. Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, 'kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federa' 1a vs and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, con ribute to, or otherwise trigger an Environmental Cleanup.

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

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

-6(IL) (0010)

Page 12 of 15

0435204044 Page: 14 of 29

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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 for closure. 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. Borrower shall 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 accordarc, with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois ho nestead exemption laws.
- 25. Placement of Collateral Protection Insurface. 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 deal insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be nore than the cost of insurance Borrower may be able to obtain on its own.

Page 13 of 15

-6(IL) (0010)

Initials:

0435204044 Page: 15 of 29

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

witnesses:		
	Robert Hazzard Dy	(Seal) -Borrower
	Cynthia P. Hazzard	(Seal) -Borrower
(Seal)	Lamela Hazzard	(Seal) -Borrower
X S	Liquing for the sale	estlac
(Seal)	<u>4</u>	(Seal)
-Borrower	C/6/4,	-Borrower
(Seal)	2)	(Seal)
-Borrower	O _{jSe} .	-Borrower

0435204044 Page: 16 of 29

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STATE OF ALLINOIS,

I, Wall Showed and Cynthia P. Hazzard and Famela Hazzard

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 as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given inder my hand and official seal, this

4th

day of October 2004

anussa Frans

My Commission Expires:

Notary Public

"OFFICIAL SEAL"
Vanessa Frausto
No ary Public, State of Illinois
My Commission Exp. 06/18/2007

-6(IL) (0010)

0435204044 Page: 17 of 29

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- 26. If a change in applicable law would make any provision of the Note or this Mortgage unenforceable, Lender may require immediate payment in full of all sums secured by this Mortgage. If Lender requires immediate payment in full under this Paragraph 26, Lender will take steps and may act as specified in the last paragraph of Paragraph 18.
- 27. If any fixture attached to the Property is removed or damaged, I will replace it immediately.
- 28. Within ten (10) days after Lender sends to me a notice requesting that I do so, I will give to Lender a written statement, called an estoppel certificate, of the amount that I owe Lender on the Note and this Mortgage and whether or not I have any rights or claims to reduce or not pay the amount Lender states that I owe.
- 29. Lender may require immediate payment in full, as that phrase is defined in Paragraph 22 of this Mortgage within thirty (30) days after Lender sends me a notice informing me of the passage of any new law requiring Lender to pay a tax or assessment because Lender is the holder of the Note and this Mortgage. If Lender requires immediate payment in full under this Paragraph 29, Lender will take the steps and may act as specified in the last paragraph of Paragraph 18 herein, notwithstanding anything herein contained to the contrary.
- **30.** I agree to correct any violation of any law affecting the Property within ninety (90) days after I receive notice that any governmental body has determined the existence of such violation.
- 31. If Lender starts a forecrosure action; a) Lender may ask the court to appoint, without prior notice to me, and without reference to the value of the property, a Receiver to enter and take possession of the Property, to look after the Property and to collect rents from any tenants on the Property; b) I shall pay monthly in advance to Lender or to any Receiver a fair charge for the use of the Property that I occupy. If I do not pay this fair charge, Lender or the Receiver may so to collect it or to remove me, or both; c) If there is a sale at foreclosure, I agree that the Property may be sold in one parcel. Lender may give the Note and this Mortgage to an attorney to foreclose or to collect money I owe under the Note and this Mortgage, or to remedy any of the promises I nave not kept. If Lender does so, it may add all its legal fees, costs and other expenses to the amount I owe, together with interest at the rate specified in the Note, including legal fees incurred by Lender in any bankruptcy proceeding filed by or against me.
- 32. I will not collect more than one (1) month's rent in a typice from any tenant or occupant without Lender's written consent.
- 33. Any claim, demand or charge made against property in connection with an obligation that has not been fulfilled is known as a "lien". Notwithstanding the provisions of Paragraph 4 of this Mortgage, I ag ee to pay or satisfy all liens against the property that may be superior to all or a part of the lien of this Mortgage within thirty (30) days after Lende, sends to me a written notice of the existence of such a lien.
- 34. I promise to furnish Lender with any documents or information which Lender may require in connection with making a change in the interest rate under the Note secured by this Mortgage, and I also promise to sign any document which Lender may require me to sign in connection with any such interest rate change.
- 35. The Borrower shall not claim or demand or be entitled to receive any credit or credit on account of the principal or interest due or to grow due on this mortgage or the obligation intended to be secured hereby for taxes of other charges assessed against the Property or any part thereof.
- 36. The lender may, after default, at its option, if so permitted by law, foreclose the mortgage so that the property may be sold subject to the mortgage given as security herein.
- 37. I represent and warrant that the Property will be used as my primary residence, and I acknowledge that the Lender has relied on this representation and warranty in accepting the Note and this Mortgage at the Initial Interest Rate and terms of interest rate adjustment set forth in the Note, and in issuing the commitment for the loan secured by this Mortgage at the commitment and/or loan continuation fee set forth in the commitment. Notwithstanding the provisions of Paragraph 6 of this Mortgage, in the event the Lender determines that it am not using the premises as my primary residence at any time starting 30 days after the date of this Mortgage continuing to the first anniversary of this Mortgage, the Initial Interest Rate set forth in the Note will be increased by one percent (1%) per annum and the interest rate at each interest change date will be increased by an additional one percent (1%) above the adjusted interest rate calculated as set forth in the Note and Adjustable Rate Rider herein; said changes to be applied (a) retroactively from the date of this Mortgage to all unpaid and any previously paid principal, and (b) throughout the term of this Mortgage. In addition, an additional commitment fee of one percent (1%) of the original principal amount of the Loan shall be immediately due and payable. Failure by me to pay any amount due under this Paragraph within fifteen (15) days after notice thereof will give the Lender the right to require immediate payment in full under Paragraph 22 hereof.

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0435204044 Page: 18 of 29

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38.	In the event that I am also	obtaining a	bridge l	oan from L	ender, cove	ering the prer	nises	

any event of default under the loan documents for said bridge loan shall also be an event of default hereunder and shall entitle Lender to require immediate payment in full as set forth in Paragraph 22 hereof. Any default under any other loan of any kind that I may have with Lender now or in the future will also be an event of default under this Mortgage and the Note. Lender shall have a lien on any of my deposit balances now or hereafter on deposit with Lender; together with full authority to set off such deposit balances against the amounts due under this Mortgage and the Note, and Lender may at any time, without notice, after any event of default under this Mortgage or the Note, before or after any acceleration of the Note and this Mortgage, set off and apply any deposits I have with Lender or other debts owed to me by Lender against any monthly payments or other amounts due under this Mortgage or the Note.

- 39. Notwithstanding anything to the contrary contained in Paragraph 23 of this Mortgage, Lender may charge a reasonable fee for processing a payment of all amounts due under the Note and this Mortgage.
- 40. As additional security for my obligations under the Note and this Mortgage, I hereby assign to Lender the rents, issues and profits of the Property, provided that I shall, prior to Lender requiring immediate payment in full of all sums secured by this Mortgage as that phrase is defined in paragraph 22 of this Mortgage, have the right to collect and retain such rents, issues and profits as they become due and payable. If Lender requires immediate payment in full or if I abandon the Property, then Lender, persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect, the rental payments including overdue rental payments, directly from the tenants; (B) enter on and take possession of the Property (C) manage the property; and (D) sign, cancel and change leases. If Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph 40, I agree that the tenants may make those rental payments to Lender without having to ask whether I have failed to keep property promises and agreements under this Mortgage. If there is a judgement for Lender in a lawsuit for foreclosure and sale, I will pay to Lender reasonable rent from the date the judgement is entered for as long as I occupy the Property. However, this does not give me the right to occupy the Property. All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 40 will be used first to pay the costs of ollecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the sums secured. The costs of managing the property may include the receiver's fees, reasonable attorneys' fees and the cost of any necessary bonds.
- 41. I agree that Paragraph 19 of this Mortgage is hereby deleted, and I shall have no right to reinstate the Note and this Mortgage after acceleration thereof under any provision of this Mortgage. I fu ther agree that notwithstanding anything contained in Paragraph 22 I shall have no right to receive a notice of a right to reinstate after acceleration of m's Mortgage.
- 42. Notwithstanding Paragraph 37 or any other provision (on tired in this Mortgage, if the Property is a 2 to 4 family residence, I will occupy at least one unit on the Property in compliance with Paragraph 6 cf his Mortgage.
- 43. In this Rider to Mortgage, Borrower is sometimes referred to as "I' or "me", and this Security Instrument is sometimes referred to as this "Mortgage".
- 44. I agree to pay any and all present and future documentary stamp taxe and non-recurring intangible taxes with respect to this Mortgage and Note. I shall indemnify and hold Lender harmless from and against any and all loss, liability, claim, deficiency or expense, including, without limitation, interest, penalties and legal fees, which Lender may have heretofore included or may hereafter incur in connection with any and all present and future documentary stamp taxes and non-recurring intangible taxes with respect to this Mortgage and the Note.
- 45. In the event of any assignment or transfer of the Note and this Mortgage to the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, the provisions of Paragraphs 26 through 44 herein shall, upon so in assignment or transfer, cease to be operative and shall be null and void.

By signing this Rider, I agree to all of the above

LAW 101

3/5/7-1

UNOFFICIAL COPY ADJUSTABLE RATE RIDER

(1 Year Index-Payment Cap)

THIS ADJUSTABLE RATE RIDER is made this 4th day of October, 2004, and 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 EMIGRANT Mortgage Company, Inc., 7 Westchester Plaza, Elmsford, New York 10523 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

14513	SUSSEX C	# .	14513-PH-2,	OAK	FOREST,	ILLINOIS	60452-1051	 	
		O,	6		(Propert	y Address)			

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INFUREST RATE AND THE MONTHLY PAYMENT

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.500 %. The Note provides for changes in the interest rate and the monthly payments, as follow:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of November, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year(s), as made available by the Federal Reserve Board. The Index is rublished in the Federal Reserve Bulletin and made available each week by the Federal Reserve Board in Statistical Release H.15(519). The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Four and one eighth percentage points ($\frac{4.125}{9}$ %) to the Current Index and then by rounding the result of this addition to the nearest one eighth of one percentage point (0.125%). This will be my 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 is called the "Full Payment". It will be the new amount of my monthly payment.

(D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

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(E) Notice of thing OFFICIAL COPY

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

(F) Limitations on Interest Rate Adjustments

The interest rate I am required to pay at the first Change Date will not be greater than $\frac{8.500}{9}$ or less than $\frac{4.500}{9}$. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than $\frac{12.500}{9}$.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in its of all sums secured by this Security Instrument.

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 delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

Robert Hazzard (Seal)

Robert Hazzard - Borrower
Samela Usagard - Borrower
Geal)

Pamela Hazzard - Borrower
(Seal)

- Borrower -

0435204044 Page: 21 of 29

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1-4 FAMILY RIDER (Assignment of Rents)

4785960

THIS 1-4 FAMILY RIDER is made this 4th day of October 2004 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Ner'd (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

Emigrant Mortgage Company, Inc

(the

"Lender") of the same Late and covering the Property described in the Security Instrument and located at:

14513 SUSSEX CT # 14513-PH-2, OAK FOREST, ILLINOIS 60452-1051 [Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to 'ne Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and excinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Initials

Page 1 of 4

MP-57R (0008)

VMP MORTGAGE FORMS - (800)521-7291

2170 111

0435204044 Page: 22 of 29

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- **B.** USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- **D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.
 - E. "BORROWER'S RIGIT TO REINSTATE" DELETED. Section 19 is deleted.
- F. BORROWER'S OCCUFANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occup incy of the Property is deleted.
- G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that even tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii)

57R (0008)

Page 2 of 4

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0435204044 Page: 23 of 29

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Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (c) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrans that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property beto e or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appoint d receiver, may do so at any time when a default occurs. 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 to remark when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Page 3 of 4

-57R (0008)

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Form 3170 1/0

0435204044 Page: 24 of 29

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	BY SIGNING BEL 1-4 Family Rider.	OW, Borrower	accepts and a	grees to the terms and	provisions contain	ned in this
9	Cola V (Robert Fazzard	Hype	Seal) -Borrower	Cynthia P. Hazz	zard ((Seal) -Borrower
		~ O _F	(Seal) -Borrower (/	Jameer Ik Parnola Hazz	iszeret jard	(Seal) -Borrower
-			(Seal) -Borrow(r			(Seal) -Borrower
-			(Seal) -Borrower	J. Clar	~	(Seal) -Borrower
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0435204044 Page: 25 of 29

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CONDOMINIUM RIDER

4785960

THIS CONDOMINIUM RIDER is made this day of October 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 Porrower's Note to

Emigrant Mortgage Company, Inc

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

14513 SUSSEY CT # 14513-PH-2, OAK FOREST, ILLINOIS 60452-1051 [Property Address]

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

> Scarborough Fare Condominium [Name of Condominium Project]

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

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

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Pocuments" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-lay.s, (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which i satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires incurance,

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

P. 8R (0008)

Page 1 of 3 Initials:
VMP MORTGAGE FORMS - (800)521-7291

0435204044 Page: 26 of 29

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then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

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

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintain: a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- **D.** Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constitution Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall Le ome additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agre: to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rue and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

-8R (0008)

Page 2 of 3

0435204044 Page: 27 of 29

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

Robert Hizzard	(Seal) -Borrower	Cynthia P. Hazzar	(Seal) -Borrowei
Janua Canara Pamela Hazzara	(Seal) -Borrower		(Seal) -Borrower
	(Seal) -Borrowe	0,	(Seal) -Borrower
	(Seal) -Borrower	TO CLONE	(Seal) -Borrower
-8R (0008)	Page 3	4	Sorm 3140 1/01

0435204044 Page: 28 of 29

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DEFAULT INTEREST RATE RIDER

Loan #: 4785960

The last sentence of Paragraph 2 of the Note is hereby deleted and the following provisions are substituted in its place in the Note, and added to the Mortgage or Security Agreement:

Extended Default: If, for any reason, (1) I fail to make a full monthly payment on or before the last day of the month in which said monthly payment is due; or (2) 1 fail to pay the entire amount due on my loan on the maturity date or other date on which I am required to make immediate payment in full of the entire amount due on my loan, whether by reason of acceleration of my loan or otherwise, and such default exists for more than thirty (30) days, or (3) 1 fail to perform any of my obligations under the loan note or the mortgage (Security Instrument) (or, if this is a loan on a cooperative apartment unit, the Collateral Note And Security Agreement) for more than thirty (30) days, then my loan, and any other connected or related loan held by you, will be in Extended Default, and I will be obligated to pay interest at the Default Interest Pate, as set forth below.

Default Interest Rate: If I am in Extended Default, as described above, the interest rate on my loan, and on any other connected car related loan held by you (Note Holder), will be increased to % per annum (the "Default Interest Rate") without prior notice to me, until either of the following two events occurs: (1) All amounts which are due and unpaid on the loan, including monthly payments and charges due (including interest at the Default Interest Rate imposed hereunder), are paid in full, and all other defaults under the loan documents have been cured, provided that the loan has not matured, by acceleration or otherwise, and I have complied with all requirements contained in the loan documents to correct defaults; or (2) The entire amount due on the loan, including all principal, interest (including interest at the Default Interest Rate imposed hereunder) and all other amounts and charges due, are paid in full. Interest at the Default Interest Rate will be charged from the first day of the month immediately following the month in which any monthly payment in Extended Default was due, or from the date of the occurrence of any other event which, after the passage of thirty (30) days, causes my loan to be in Extended Default. Accrual of interest at the Default Interest Rate shall be in addition to, and not in place of, any late fees or charges, or any other charges which may become due under the loan documents. In no event shall I be required to pay interest at an interest rate greater than the maximum interest rate permitted by law, or interest at the Default Interest Rate for a period greater than that permitted by law; in the event that you determine that interest at the Default Interest Rate is in excess of the above requirements, such excess will be credited to reduce the principal balance due on the loan. You may, at your option, notify me of the increase of the interest rate on my loan to the P fault Interest Rate, and the increased monthly payment due by reason of the application of the Default Interest Rate, on subsequent monthly billing statements.

I agree to the terms of this Default Interest Rate Rider:

Borrower Robert Hazzard	Date	Co-Borrower Cynthia P. Hazzard	Date
Co-Borrower	Date	Co-Borrower	Date

0435204044 Page: 29 of 29

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LOAN ID: 4785960

BORROWER(S):

Robert Hazzard Cynthia P. Hazzard

PREMISES:

14513 SUSSEX CT # 14513-PH-2, OAK FOREST, ILLINOIS 60452-1051

EARLY PREPAYMENT/MODIFICATION RIDER

The provisions contained herewith supersede anything to the contrary stated in the Commitment, Note and Security Instrument:

- i) I may make full or partial prepayment of the outstanding principal balance due on the Note at any time, provided that I give to the Note Holder prior written notice of my irrevocable election to make such prepayment by prepaid registered or certified mail, received by the Note Holder at least sixty (60) days prior to the date fixed in my notice for prepayment, and I pay to the Note Holder a Premium equal to:
 - 1) Three percer. (3.00%) of the amount prepaid during the first (1st) loan year.
 - 2) Three percent (3.90%) of the amount prepaid during the second (2nd) loan year.
 - 3) Three percent (3.06%) of the amount prepaid during the third (3rd) loan year.

The Note Holder may consent to permit prepayment prior to expiration of the sixty (60) days notice period in its sole discretion, unless otherwise required by law. In the event of prepayment upon less than sixty (60) days prior written notice, I agree to pay to the Note Holder interest at the then current interest on the unpaid balance of the Note prior to such prepayment for the full sixty (60) day period. The interest due hereunder on the amount to be prepaid shall be due and payable at the time of prepayment, or earlier as provided in the Note. The portion of such interest on the amount to be prepaid attributable to any period following prepayment is an additional Premium.

ii) The Premium provided in (i) above shall not be due if the Premium is otherwise prohibited by law.

In the event of a full prepayment of the outstanding balance of principal of the Note, all interest accrued on the Note to the date of prepayment and all other amounts due under the Note and/or the Security Instrument as amended by this Early Prepayment/Modification Rider shall be paid on the date of such prepayment.

The above described Premium shall also be payable in the event that Note Holder requires immediate payment in full upon the occurrence of a default pursuant to the terms of the Note and/or Security Instrument on or before the third anniversary of the date of the Note, as permitted by law.

The above described Premium shall also be payable in the event that any of the terms of the Note and/or Security Instrument are modified at the request of the Borrower to reduce the interest rate or change the payment/maturity terms, with the consent of the Note Holder, on or before the third anniversary of the date of the Note.

This Rider amends the Paragraph of the Note titled "Borrower's Right to Prepay" and supersedes such Paragraph to the extent amended in this Rider during the first three years of the loan term; the provisions of such Paragraph apply after the third anniversary date of the Note.

Except as amended above the terms of the Commitment, Note and Security Instrument otherwise remain in effect.

I agree to the terms and covenants contained in this Early Prepayment/Modification Rider.

Borrower Borrower Borrower