OAK LAWN, II. 60453

Doc#: 0512549051 Eugene "Gene" Moore Fee: \$62.00 Cook County Recorder of Deeds Date: 05/05/2005 10:25 AM Pg: 1 of 20

Prepared By:

TRADEWINDS MIG. DOC. PREP  $\infty$ . 29399 US HICHWAY 19 N, STE 280 CLEARWATER, FL 33761

[Space Above This Line For Recording Data]

#### MORTGAGE

Words used in multiply sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 25 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

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

March 10, 2005

7. SINGLE WOMAN (B) "Borrower" is CHRISTI KONTOS.

Borrower is the mortgagor under this Security Instrument. (C) "Lender" is HORIZON FINANCIAL CENTER, INC.

Lender is a CORPORATION organized and existing under the laws of

THE STATE OF ILLINIS

1001104067

-6(IL) (0010)

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

Form 3014 1/01

VMP MORTGAGE FORMS - (800)521-729



0512549051 Page: 2 of 20

# **UNOFFICIAL COPY**

Lender's address is 3322 N. ASHLAND, 1ST FLOOR, CHICAGO, IL 60657

Lender is the mortgagee under this Security Instrument.  (D) "Note" means the promissory note signed by Borrower and dated March 10, 2005  The Note states that Borrower owes Lender Two Hundred Thirty Nine Thousand Seven Dollars
Hundred and no/100 (U.S. \$ 239,700.00) plus interest. Borrower has promised to pay this debt in regular Periodic
(E) "Property" means the property that is described delay and
Property."  (E) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
(F) "Loan" means the debt evidenced by the Note, plus interest.  due under the Note, and all sums due under this Security Instrument, plus interest.  (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
Second Home Rider
Adjustable Rate Rider
(H) "App ice'le Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and advanistrative rules and orders (that have the effect of law) as well as all applicable final,
non-appealable i dir al opinions.
charges that are imposed in Borrower of the Property
association or similar organization.  (1) "Electronic Funds Transfer Pleans any transfer of funds, other than a transaction originated by
check, draft, or similar paper instrument, which is the control of surface a financial institution to debit
instrument, computer, or magnetic tipe so as to order, instruct, or authorize a magnetic tipe so as to order, and order tipe so as to order tipe so as to order, and order tipe so as to order.
transfers.
transfers.  (K) "Escrow Items" means those items that are decribed in Section 3.  (L) "Miscellaneous Proceeds" means any comp nsation, settlement, award of damages, or proceeds paid  (L) "Miscellaneous Proceeds" means any comp nsation, settlement, award of damages, or proceeds paid  (L) "Miscellaneous Proceeds" means any comp nsation, settlement, award of damages, or proceeds paid  (L) "Miscellaneous Proceeds" means any comp nsation, settlement, award of damages, or proceeds paid
by any third party (other than insurance proceeds part at the cather taking of all or any part of the
Property; (iii) conveyance in fleu of condemnation, of condemnation,
value and/or condition of the Property.  (M) "Mortgage Insurance" means insurance protecting Lender garast the nonpayment of, or default on,
the Loan.
Note, plus (ii) any amounts under Section 3 of this Section 3 of t
(O) "RESPA" means the Real Estate Settlement 1 Poet a 2500) as they might be amended from time to
time, or any additional or successor legislation of regarding and restrictions that are traposed in regard
in this Security Instrument, "RESPA" refers to all requirements and restrictions that the state of the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the s
loan" under RESPA.
1001104067 Initials: Form 3014 1/51
-6(IL) (0010) Page 2 of 15

0512549051 Page: 3 of 20

#### UNOFFICIAL CO

(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 COUNTY

[Name of Recording Jurisdiction]:

SEE EXHIBIT "A" ATTCHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Parcel ID Number: 16-19-403 1629 CLARENCE AVENUE BERWYN ("Property Address"):

which currently has the address of [Street]

[City], Illinois

60402

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or have nor a part of the property. All replacements and additions shall also be covered by this Security Instructerat. All of the foregoing is referred to in this

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has Security Instrument as the "Property." 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 secretiv 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.

1001104067

-6(IL) (0010)

Page 3 of 15

0512549051 Page: 4 of 20

### **UNOFFICIAL COPY**

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 Borrower does not do so within a reasonable period of time, Lender shall either apply to funds or return them 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 ave now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of 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 fate charges, second to any other amounts due under this Security Instrument, and then to reduce the principal brance of the Note.

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

Any application of payments, insurance pr ceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or mange the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Frads") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain riority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in liqu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. The items are called "Escrow Items." At origination or at any time during the term of the Loan, Lenuer have 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 and Pacices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items. Lender may valve Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may valve Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such wait or may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the anounts

1001104067

-6(IL) (0010)

Page 4 of 15

0512549051 Page: 5 of 20

## **UNOFFICIAL COPY**

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 hen 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

The Funds shall be held in an institution whose deposits are insured by a federal agency, in amentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any recertal 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 specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually specified under secrow 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 equires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or carrings 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 RLSPA.

Funds as required by RF.SPA.

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

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

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

Borrower: (a) agrees in writing to the payment of the obligation serviced by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (a) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Londer's opinion operate to prevent the enforcement of the lien while those proceedings are pending, or only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfac or 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 at otics identifying the

1001104067

-6(IL) (0010)

Page 5 of 19

0512549051 Page: 6 of 20

#### **UNOFFICIAL COPY**

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 Borrower 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 has a sonably might affect such determination or certification. Borrower shall also be responsible for the parment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

In 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 'you 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 greater 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 a porrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the late of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting portant.

All insurance policies req ired 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 less pavee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrow r stall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any Fand 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 inclice 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 utiertying 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 insurance 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 rarties, 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 lessent a, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

1001104067

-6(IL) (0010)

Page 6 of 15

0512549051 Page: 7 of 20

### **UNOFFICIAL COPY**

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

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 amounts 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 reperty as Borrower's principal residence for at least one year after the date of occupancy, unless Lender of erwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

1. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not desire, 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 pursuary to Section 5 that repair or restoration is not economically feasible. Borrower shall promptly repair the Property if damaged to 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 eppiring or restoring the Property only if Lender has released proceeds for such purposes. Lender may dictary 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.

such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give reasonable cause, Lender may inspect the interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities a ting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleaum's, 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 occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Arathus 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 ander 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 a cared by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

1001104067

-6(IL) (0010)

Page 7 of 1

Form 3014 1/F i

0512549051 Page: 8 of 20

### INOFFICIAL CO

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower 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 pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, he Mortgage Insurance 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 issurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available Sorrower shall continue to pay to Lender the amount of the separately designated payments that were due vivo, the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a nor refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, toty ithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Bo wer any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Morrage 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 payme is toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making he Loan and Borrower was required to make separately designated payments toward the premium for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends, in accordance with any written agreement between Borrower and Lender providing for such termination of ur ill termination is required by Applicable Law. Nothing in this Section 10 effects Portonnel's philadien. Section 10 affects Borrower's obligation to reinterest 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 Loa, as greed. Borrower is not a party to the Mortgage

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 losses. 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 in urer to make payments using any source of funds that the mortgage insurer may have available (which that it include funds obtained from Mortgage

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, Insurance premiums). any other entity, or any affiliate of any of the foregoing, may receive (d'rectly 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 lesses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the preprints said to the insurer, the arrangement is often termed "captive reinsurance. In these premiums paid to the insurer, the arrangement is often termed "captive reinsurance Frather:

(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 r. fund.

1001104067

-6(IL) (0010)

Page 8 of 15

0512549051 Page: 9 of 20

#### JNOFFICIAL COP'

(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

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

assigned to and shall be paid to Lender

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

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceed's si all be applied to the sums secured by this Security Instrument, whether or not then due, with

the eacest, if any, paid to Borrower.

In the eacest of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Proper'y 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 c, loss in value, unless Borrower 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 follo viny 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.

immediately before the partial taling, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taling, destruction, or loss in value of the Property in which the fair market value of the Property in which the fair marke amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree ir writing, the Miscellaneous Proceeds shall be applied to the sums

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

If the Property is abandoned by Borr wer, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offer to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 da s after the date the notice is given. Lender is authorized to collect and apply the Miscellaneous Proceeds entry, to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not not a due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in

Borrower shall be in default if any action or proceeding, one her civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property of o her material impairment of Lender's interest in the Property or rights under this Security Instrument. Portower 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. any award or claim for damages that are attributable to the impairment of Lencer'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 ... 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

1001104067

-6(IL) (0010)

Page 9 of 15

Form 3014 1/0 i

0512549051 Page: 10 of 20

#### INOFFICIAL COPY

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 and agrees that porrower's obligations and habitity shall be joint and several, riowever, 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 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 make any accommodations with regard to the terms of this Security Instrument or the Note without the

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Bo rower'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 Correwer's obligations and liability under this Security Instrument unless Lender agrees to such release in writing The covenants and agreements of this Security Instrument shall bind (except as provided in

Section 20) and benefit the successors and assigns of Lender.

14. 1 at Charges Lender may charge Borrower fees for services performed in connection with Borrower's dearlt, 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 oth r fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shill not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prombited by this Security Instrument or by Applicable Law.

If the Loan is subject to 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 uch pan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; at d (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrowe. Linder may choose to make this refund by reducing the principal owed under the Note or by making lirect payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial pre-10 ment 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 valver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrowei and Londer 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 2017 yer shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notic address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifie, procedure for reporting Borrower's change of address, then Borrower shall only report a change of address "no gh 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 30 rower. 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 requirement will satisfy the corresponding requirement under this Security Instrument.

1001104067

-6(IL) (0010)

Page 10 of 15

0512549051 Page: 11 of 20

#### UNOFFICIAL COP`

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 Market Law might explicitly or implicitly allow the parties to agree by contract on its Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract. In 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

take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or crow 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 v.ritt... consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by

Applicable law.

If Lord a exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Lorr, wer 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.

Security Instrument authout further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) rive days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other perior as a pplicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) as any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security in current, including but not limited to reasonable attorneys's expenses incurred in enforcing this Secu ity in rument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security, Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the burns occurred by this Security Instrument, shall continue unchanged unless as otherwise provided under Appl cable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, true are scheck or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or satisfy as (d). Florence Funda Tenefor Honey and the Secretary Insured the entity: or (d) Electronic Funds Transfer. Upon reinstatement by Bc rower, 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 1

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 perform, other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law there also might be serviced of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan 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 PESPA

1001104067

-6(IL) (0010)

Page 11 of 15

0512549051 Page: 12 of 20

#### **UNOFFICIAL COPY**

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 Law 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 cure given to Borrower pursuant to Section 22 and the notice of acceleration given to be provisions of this 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 federal laws 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, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or penalt the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to releas any Hazardous Substances, on 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 recognified to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written not ce of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or rivate party involving the Property and any Hazardous Substance or Environmental Law of which Sorrower 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. It 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 complete take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

1001104067

-6(IL) (0010)

Page 12 of 15

0512549051 Page: 13 of 20

#### UNOFFICIAL COPY

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

- 22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender chall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, inc uding, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 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 accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.
- 25. Placement of Collegical Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required to Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protec 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 it made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by J ender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, 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 arrance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The cost of the insurance may be more than the cost of Initials: Form 3014 1/0. insurance Borrower may be able to obtain on its own.

1001104067

-6(IL) (0010)

Page 13 of 15

0512549051 Page: 14 of 20

#### **UNOFFICIAL COPY**

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:	_ C	CHRISTI KONTOS	Ca / Coskit
<b>\\</b>			(Seal) - Borrower
1000 P	(Seal) -Borrower		(Seal) -Borrower
0)	(Seal)		(Seai) -Borrower
	(Seal) -Borrower	Coupe	(Seal) -Borrower
			(Seal) -Borrower
1001104067	ρ.	age 14 of 15	Form 3014 1/0 (

0512549051 Page: 15 of 20

#### **UNOFFICIAL CO**

STATE OF ILLINOIS,
I, State do hereby certify that CHRISTI KONIOS

County ss: , a Notary Public in and for said county and

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 under my hand and official seal, this

10th

day of March, 2005

My Commission Expires: 3 Coop Coop

Notary Public

OFFICIAL SEAL

NOTARY PUBLIC - STATE OF LUNOIS

1001104067

-6(IL) (0010)

Page 15 of 15

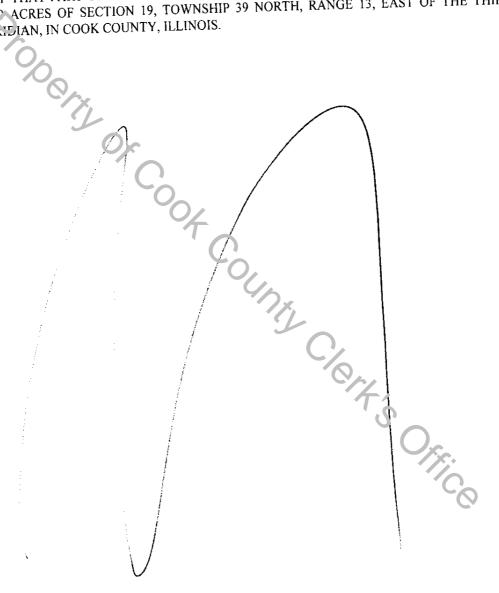
0512549051 Page: 16 of 20

### **UNOFFICIAL COPY**

File No.: 5000862

#### **EXHIBIT A**

LOT 19 IN BLOCK 5 IN WALTER G. MCINTOSH'S METROPOLITAN ELEVATED SUBDIVISION, A SUBDIVISION OF THAT PART OF THE SOUTHEAST ¼ LYING NORTH OF THE SOUTH 1271.3 FEET OF THE SOUTH 30° ACRES OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



0512549051 Page: 17 of 20

### UNOFFICIAL COPY

#### ADJUSTABLE RATE RIDER

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

day of March, 2005 THIS ADJUSTABLE RATE RIDER is made this 10th and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to PORIZON FINANCIAL CENTER, INC., CORPORATION

("I mder") of the same date and covering the property described in the Security Instrument and lucated at:

> 1629 CLARENCE AVENUE, BERWYN, IL 60402 [Property Address]

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

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

A. INTEREST RATE AND MONTHI / PAYMENT CHANGES

%. The Note provides for The Note provides for an initial int rest rate of changes in the interest rate and the monthly a ...ents, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates 2007 April The interest rate I will pay may change on the as dev of month thereafter. F ch date on which my interest rate could change and on that day every 6th is called a "Change Date.

1001104067

MULTISTATE ADJUSTABLE RATE RIDER-LIBOR SIX-MONTH INDEX (AS PL'SURYED IN THE WALL STREET JOURNAL) -Single Family-Fannie Mae Uniform Instrument

Form 3/138 1/0 838R (0006) Page 1 of 4 MW 05/00 Initials VMP MORTGAGE FORMS - (800)521-7

Office

0512549051 Page: 18 of 20

#### **UNOFFICIAL COPY**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index.

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Fire and Four / Fifths

%) to the Current Index. The Note Holder will then round the result of this 5.8000 addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) be ow this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I or required to pay at the first Change Date will not be greater than %. Thereafter, my interest rate will 7.8500 % or less than never be increased or decreased in any single Change Date by more than One and One / Half percentage points

6

%) from the rate of interest I have been paying for the preceding %.Nor Lower than 7.8500 %. 14.8500 months. My interest rate will never be greate than

(E) Effective Date of Changes

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

(F) Notice of Changes The Note Holder will deliver or mail to me a notice (tary changes in my interest rate and the amount of my monthly payment before the effective date of any cliance. The notice will include information notics r of a perso.

Initials:

Form 3138 1/01 required by law to be given to me and also the title and telephone carrier of a person who will answer any question I may have regarding the notice.

1001104067

-838R (0006)

Page 2 of 4

0512549051 Page: 19 of 20

#### **UNOFFICIAL COPY**

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

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow 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 conference of the property instrument. However, this option shall not be exercised by Lender if cut's exercise is prohibited by Applicable Law. Lender also shall not exercise this option if:

(a) Bo rever causes to be submitted to Lender information required by Lender to evaluate the intender standard and are as if a new loan were being made to the transferee; and (b) Lender reasonably elected mines that Lender's security will not be impaired by the loan assumption and that the risk of a oreach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall growide 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 remedias permitted by this Security Instrument without further notice or demand on Borrower.

1001104067

838R (0006)

Page 3 of 4

5 pm 3138 1/01

0512549051 Page: 20 of 20

# **UNOFFICIAL COPY**

BY SIGNING BELOW, Borro	ower accepts and agrees t	o the terms and covenants cor	ntained in this(Seal) -Borrower
D	(Seal) -Borrower		(Seal) -Borrower
	(Seal) Borrower		(Seal) -Borrower
	(Seal) Rorrower		(Seal) -Borrower
1001104067	Page 4 of 4		Form 3138 1/01
		Any Clark	SOME OFFICE