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Return To:

1ST ADVANTAGE MORTGAGE, L.L.C. 701 EAST 22ND STREET, SUITE 125 LOMBARD, ILLINOIS 60148

Doc#: 0720606061 Fee: \$60.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 07/25/2007 10:14 AM Pg: 1 of 19

Prepared By: 1ST ADVANTAGE MORTGAGE, L.L.C. 701 E, 22ND STREET, SUITE 125 LOMBARD, IL 60148

—[Space Above This Line For Recording Data]-

MORTGAGE

Return Doos To: Charter Title, LLC 5200 Main Street, Suite 230 Downers Grope, IL 60515

DEFINITIONS

Words used in many's sections of this document are defined below and other words are defined in Sections 3, 11, 13, 15, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means us a document, which is dated June 25, 2007 together with all Riders to this decrease.

(B) "Borrower" is STUART M. PAUL AND LUNA R. PAUL, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument. (C) "Lender" is 1ST ADVANTAGE MORTGAGE, L.L.C.

Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of THE STATE OF ILLINOIS

0207051000

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ILL:NOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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VMP Montgage Solutions, Inc.

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	Lender's address is 701 EAST 22ND STRE LOMBARD, ILLINOIS 60148	ET, SUITE 125						
	LUMBARD, ILLINOIS 60148							
	Lender is the mortgagee under this Security Instrument. (D) "Note" means the promissory note signed by Borrower and dated June 25, 2007							
	The Nate states that December 1990	by Borrower and dat	ed June 25, 2007					
	The Note states that Borrower owes Lender S1	x Hundred Seve	nty-five Thousar	nd and				
	00/100			Dollars				
	(U.S. \$675,000.00) plus interes	 Borrower has pror 	nised to pay this debt in	n regular Periodic				
	rayments and to pay the debt in full not later f	han July 1. 203	7					
	(E) "Property" means the property that is de	scribed below under	the heading "Transfer	of Dights in the				
	Property."		THE HOMESTER TRANSPER	or wagnes at the				
	(F) "Loan" means the debt evidenced by the I	Vinte plus interest o	my mranovimout al	. 11. 3				
	due under the Note, and all sums due under thi	e Competer Instrumen	ny prepayment charges	and late charges				
	(G) "Riders" means all Didges to this Counit	is accounty mistramen	i, pius interest.					
	(G) "Riders" means all Riders to this Securit	y instrument that are	executed by Borrowe	r. The following				
	Riders are to be executed by Borrower [check]	box as applicable]:						
								
	X Adjustable Rate Rider Condominium		Second Home Rid	er				
	Bailoon Rider Planned Unit	Development Rider	l-4 Family Rider					
	☐ VA Rider ☐ Biweekly Pay	ment Rider	Other(s) [specify]					
		· · · · · · · · · · · · · · · · · · ·	outer(n) [about13]					
	(H) "A plicable Law" means all controlling	v oppliaable federal						
	Ordinan as a dadministrative rules and ordere	S applicable leneral	state and local statu	ites, regulations,				
	ordinan es a d administrative rules and orders	(mat nave me effect	of law) as well as all	applicable final,				
	non-appea act : judicial opimons.							
	(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other							
	charges that are imposed on Borrower or ti	he Property by a c	ondominium associatio	on, homeowners				
	association of similar of ganization.							
	(J) "Electronic Funds Truste" means any transfer of funds, other than a transaction originated by							
	check, draft, or similar p per instrument, wh	ich is initiated thro	ugh an electronic term	ninal telephonia				
	check, draft, or similar p per instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic upe so as to order, instruct, or authorize a financial institution to debit							
	or credit an account. Such term, articles, but	is not limited to -	wint of only to	autonon to deon				
	machine transactions transfers in that of her	tolombana	onn-or-sale transfers,	automated teller				
	machine transactions, transfers in tip of by transfers.	telephone, wire tra	insters, and automate	d clearinghouse				
	(K) "Escrew Items" means those items that are	desc. ibed in Section	3.					
	(L) "Miscellaneous Proceeds" means any con	pensation, settlemen	t, award of damages, o	or proceeds paid				
	by any unito party (other than insurance proces	ds raid under the co	verages described in Si	ection 5) for (i)				
	camage to, or destruction of, the Property: (i	i) coule insting or	other taking of all or	ones more of the				
	damage to, or destruction of, the Property; (ii) conde mation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) disrepresentations of, or omissions as to, the							
	value and/or condition of the Property.							
	(M) "Mortgage Insurance" means insurance p	rotecting Lende eg	inet the nonnermore of	F 4-514				
1	(M) "Mortgage Insurance" means insurance protecting Lende as ainst the nonpayment of, or default on, the Loan. (N) "Periodic Payment" means the regularly scheduled amount due for (1) principal and interest under the Note, plus (ii) any amounts under Section 2 of this flux.							
- 1								
j								
- 7	Note, plus (ii) any amounts under Section 3 of this Security Instrument. (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. S. c.i.on 2601 et seq.) and its							
	molementing regulation. Description V (24.0)	u Procedures Act (1)	2 U.S.C. S culon 2601	et seq.) and its				
	implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be mended from time t							
1	time, or any additional or successor legislation or regulation that governs the same subject metter. As wood							
1	in this security instrument, "RESPA" refers to all requirements and restrictions that as a imposed in second							
L	to a "lederally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage							
1	oan" under RESPA.	•	, ,					
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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 COUNTY [Type of Recording Jurisdiction] of COOK [Name of Recording Jurisdiction]:

LOT 1 IN WOODOAKS COURT RESUBDIVISION OF PART OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. S Opening Op

Parcel ID Number: 04-07 501-366-0000 1406 DANIEL COURT NORTHBROOK ("Property Address"):

which currently has the address of [Street]

[City], Illinois 60062

[Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully reined of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and the the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend ger only 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 lote and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escr... Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be me de in U.S. 0207051000 3804621

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

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

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

3. Funds for Escrow Items. Borrower shall Tay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "rinds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property, (b) leasehold payments of gound rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Schon 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in Lender in the payment of Mortgage Insurance premiums in accordance with the provisions of Section It. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender and require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrow Tay, and such dues, fees and assessments shall be an Escrow Item Borrower shall promptly furnish to Lender all racices 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 to Lender Funds for any or all Escrow Items. Lender may wa've 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, it e amy unto 0207051000

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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 any yzing 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 of 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 PESPA.

If there is a on plus 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, cender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary. We 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 Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

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

Borrower shall promptly discharge any lien which has prorily over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation's cared by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement (b) ontests 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 satisfactor, to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Propert is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower at time identifying the

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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 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 reasonably might affect such determination or certification. Borrower shall also be responsible for the payment 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.

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 oar cular 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 c. he lifty 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 the Forrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional Leut of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from it. date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting Payment.

All insurance policie 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 becomes. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrow a chall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains 87.y 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 promp, notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Lorover. 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 ristoration or repair is economically feasible and Lender's security is not lessened. During such repair and restortate a period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunit / ... inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that sur'. In pection 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 varties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obliga ion of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessene i, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not hen due, with

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

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 Property as Borrower'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 or (e. t) prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined cursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly regain 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 repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender mey sourse proceeds for the repairs and restoration in a single payment or in a series of progress payments at the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the P operty, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may mose 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 Borrower notice at the time of or prior an interior inspection specifying such reasonable cause

- 8. Borrower's Loan Application. Borrow shall be in default if, during the Loan application process, Borrower or any persons or entit as acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, make an g, or inaccurate information or statements to Lender (or failed to provide Lender with material of ration) 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 Sights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contents in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest ir, inc. 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 ma to 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 scau ing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums sec red by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paring reasonable

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

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

payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower 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, the 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 rtgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not av lable, Borrower shall continue to pay to Lender the amount of the separately designated payments that we e die when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payment. As a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-recurciable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to Fav 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 assir a relected by Lender again becomes available, is obtained, and Lender requires separately designated rayments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the pre niums for Mortgage Insurance, Borrower shall pay the premiums required to requirement for Mortgage Insu and ends in accordance with any written agreement between Borrower and Lender providing for such termina on runtil termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation on pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Le der (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

Mortgage insurers evaluate their total risk or all such insurance in force from time to time, and may enter into agreements with other parties that share or act lifty their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the me wage insurer and the other party (or parties) to these agreements. These agreements may require the mort age insurer to make payments using any source of funds that the mortgage insurer may have available (which ray 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 powerts for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing 'osses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in axit ange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance". There:

(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 acresse the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any 1 fund.

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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

gned to and shall be paid to Lender.

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

applied in the order provided for in Section 2.

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

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 that it amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or 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 foil wing 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 partia taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a part il taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured in mediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured in mediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agric in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument when or not the sums are then due.

If the Property is abandoned by Fortower or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next senter c) of ers 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 e ner to restoration or repair of the Property or to the sums secured by this Security Instrument, whether o. ... of .nen due "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the par v gainst whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Forrower 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 in countent. The proceeds of any award or claim for damages that are attributable to the impairment of Lender 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 the identity

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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 represent to be biggered to not the owner converse here the server converse here the converse to the security Instrument; (b) is not represent to be server to converse the converse converse here the converse converse the server converse here. 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

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

14. Loan Charges Lender may charge Borrower fees for services performed in connection with Briover's default, for the purpose of protecting Lender's interest in the Property and rights under this Security in grument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regar to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borr wer 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 Loar is s it set 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: (P) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted l'nit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to no lover. Lender may choose to make this refund by reducing the principal owed under the Note or by me , a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment without any prepayment charge (whether or not a prepayment charge is provided for ur. the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a water of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Bor war at Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in econer ion with this Security Instrument shall be deemed to have been given to Borrower when mailed by first (ass mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any on Proposer shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The rot e address shall be the Property Address unless Borrower has designated a substitute notice address to notice to Lender. Borrower shall promptly change of address, then Borrower's change of address. If Lender specific a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address, the number of the 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 L. J. ass mail to Lender's address stated herein unless Lender has designated another address by notice. Forrower. Any notice in connection with this Security Instrument shall not be deemed to have been given. I ender until actually received by Lender. If any notice required by this Security Instrument is also recovered under Applicable Law, the Applicable Law requirement will satisfy the corresponding requiremen under this Security

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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

take any action.

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

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural 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 istrument. However, this option shall not be exercised by Lender if such exercise is prohibited by

If lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide? period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay

these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other ratiod as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry (f a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all stans which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (c) overs any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this E courty instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation f_{∞} , 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 interet in the Property and rights under this Security Instrument, and Borrower's obligation to pay the surre secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Arolicoble 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, the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, the following forms, as selected by Lender: (a) such check is drawn upon an institution whose deposits are institution of a federal agency, instrumentality or entity, or (d) Electronic Funds Transfer. Upon reinstatement t, Forrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no a coloration had occurred. However, this right to reinstate shall not apply in the case of acceleration under section "

20. Sale of Note; Change of Loan Servicer; Notice of Grievanc: The Note or a partial interest in He 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 Lan 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, here 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 unrelated to a sale of the Note. If there is a change of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer unrelated to a sale of the Note. Servicer, Borrower will be given written notice of the change which will state the name and a dress of the new Loan Servicer, the address to which payments should be made and any other information PESPA

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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 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 Borrower pursuant to 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 tone wing substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and in o'lides, 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, steps or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial ction, 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 permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to rele se any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anyoning a fiecting 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 "ap" 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 line that the hazardous substances in consumer products).

Borrower shall promptly give Lender written not cer. (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or revate party involving the Property and any Hazardous Substance or Environmental Law of which Porrover has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling reading, 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 Jorrover 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 for any ly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall chair any obligation on Lender for an Environmental Cleanup.

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

- 22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Surrity Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for rel asing 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. We wer of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to rotect 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 the is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchared 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 uspensible 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 insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The losts of the insurance may be more than the cost of Initials Form 3014 710 insurance Borrower may be able to obtain on its own.

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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:	STUART M. PAUL PAUL, ATTORN LUNA R. PAUL	BY LUNA R. Borrower EY IN FACT (Seal) -Borrower
1000 Til	(Seal) -Bortower	(Seal) -Berrower
O _x	(Seal) -Borrower	-Borrower
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IS, DUPAGE AND COUNTY SS: COUNTY SS: COUNTY SS: COUNTY SS: COUNTY and That STUART M. PAUL* and LUNA R. PAUL *BY LUNA R. PAUL, ATTORNEY IN FACT

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. day of June, 2007 Given under my hand and official seal, this 25th

My Commission Expires:

Kunberly Allurado O

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ADJUSTABLE RATE RIDER
(LIBOR One-Year Index (As Published In *The Wall Street Journal*) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this June 25, 2007 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to 1ST ADVANTAGE MORTGAGE,

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

> 1406 DANIEL COURT, NORTHBROOK, ILLINOIS 60062 (Property Address)

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

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

A. INTEREST RATE AND MOUTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.8750 %. The Note provides for interest only payments until the first fully amortizing principal and interest payment due date (the "First P&I Payment Due Date"), which is the first day of Pagest 1, 2017

The Note provides for changes in the intreest rate and monthly payment as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first pay of July, 2012 that day every 12th month thereafter. Each date on which my interest rate could change is called a "Interest Change Date." 26/45

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MULTISTATE ADJUSTABLE RATE RIDER-WSJ One-Year LIBOR-INTEREST ONLY

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(B) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year 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 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 Interest Change Date, the Note Holder will calculate my new interest rate by adding One and One Ealf percentage points

1.5000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section a(المرازع) Selow, this rounded amount will be my new interest rate until the next Interest Change Date.

The Note Holder will then determine the amount of the monthly payment. For payment adjust nen's occurring before the First P&I Payment Due Date, my monthly payment will be the amount sufficient to repay all accrued interest each month on the unpaid principal balance at the new interest rate. For payment adjustments occurring on or after the First P&I Payment Due Date, my monthly paym in will be in an amount sufficient to repay the unpaid principal that I am expected to owe at the Interest Change Date in full on the maturity date at my new interest rate in substantially equal payments. The task of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Pare Changes

The interest rate I am requiled to pay at the first Interest Change Date will not be greater than 7.8750 % or less than 3.8750 %. Thereafter, my interest rate will never be increased or decreased on any single Intelest Change Date by more than two percentage points from the rate of interest I have been paying for the orer eding 12 months. My interest rate will never be greater than 11.8750 %

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and talephone number of a person who -16/4/5 will answer any question I may have regarding the notice.

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

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" 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 stars secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reusonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent per littled by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's conferm to the loan assumption. Lender may also require the transferee to sign an assumption ogreement 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 or minute to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require in mediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. In Form wer 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.

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