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### Illinois Anti-Predatory **Lending Database Program**

Certificate of Exemption

REATER METROPOLITAN TITLE, LLC 49 G. LASALLE STREET, SUITE 1720 HCAGO, IL 60603

> Report Mortgage Fraud 800-532-8785

1512645043 Fee: \$74.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 05/06/2015 09:52 AM Pg: 1 of 19

The property identified as:

PIN: 14-19-215-029-0000

Address:

Street:

3826 North Marshfield Avenue

Street line 2:

City: Chicago

**ZIP Code: 60613** 

Lender: Alliant Credit Union

Borrower: John McLaughlin and Amber McLaughlin

Loan / Mortgage Amount: \$900,000.00

of County Clark's This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seg, because the application was taken by an exempt entity.

Certificate number: 8BF1CE65-AD21-484F-8646-7AC42AA79822

Execution date: 04/29/2015

CCRD REVIEWER

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GREATER N 120 S. Las/			
CHICAGO, I	L 60603	+ 60	627
FILE#	/ 7	5-01	0.70

After Recording Return To: ALLIANT CREDIT UNION FULFILLMENT CENTER 710 SOUTH ASH STREET, SUITE 200 GLENDALE, COLORADO 80246

Tals Instrument was prepared by: ALLIANT CREDIT UNION 11545 w. TOUHY AVENUE CHECAGO, ULLINOIS 60666

[Space Above This Line For Recording Data]

Loan Number 0023635925

#### **MORTGAGE**

#### **DEFINITIONS**

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

- "Security Instrument" means this document, whic't is dated APRIL 29, 2015, together with all Riders to this document.
- "Borrower" is JOHN MCLAUGHLIN and AMBER MAAUGHLIN, HUSBAND AND WIFE.
- Borrower is the mortgagor under this Security Instrument.
  (C) "Lender" is ALLIANT CREDIT UNION. Lender is a STATE CHARTERED CREDIT UNION. organized and existing under the laws of THE STATE OF ILLINOIS. Le ider's address is 11545 W. TOUHY AVENUE, CHICAGO, ILLINOIS 60666. Lender is the mortgagee under thus S curity Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated APRIL 22 2015. The Note states that Borrower owes Lender NINE HUNDRED THOUSAND AND 00/100THS Dollars (U.S. \$900,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay a e debt in full not later than MAY 01, 2045.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges 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].

Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider

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□ 1-4 Family Rider	□ V.A. Rider	☐ Manufactured Home Rider
☐ Leasehold Rider	☐ Revocable Trust Rider	☐ Fixed Rate Rider
ordinances and administrative appealable judicial opinions.  (I) "Community Association resemble are imposed on Bosimular organization.  (J) Feetronic Funds Tradraft, or shall repay apper instruction of shall repay a proper instruction of the mincludes, but transfers initiated by telephone.  (K) "Escrow Item " recease account. Such term includes, but transfers initiated by telephone.  (K) "Escrow Item " recease any third party (other than instead to destruction of, the Property.  (I) "Miscellaneous Pracee any third party (other than instead to destruction of, the Property.  (M) "Mortgage Insurance" (M) "Mortgage Insurance" (M) "Periodic Payment" in Note, plus (ii) any amounts und (O) "RESPA" means the implementing regulation, Regulany additional or successor lessecurity Instrument, "RESPA" federally related mortgage loa RESPA.  (P) "Successor in Interest of that party has assumed Borrowet TRANSFER OF RIGHTS IN Tathis Security Instrument security."	rules and orders (that have the effeton Dues, Fees, and Assessments' prower or the Property by a condon nsfer" means any transfer of fundment, which is initiated through a coast to order, instruct, or authorize the interest of the initiated through a coast to order, instruct, or authorize the initiated through a coast to order, instruct, or authorize the initiated through a coast to order, instruct, or authorize the initiated through a coast to order, instruct, or authorize those items that are described in S ds" means any compensation, settle and proceeds paid under the coverty; (ii) condemnation or other thation; or (iv) misrepresentations of means in a race protecting Lender eneans the regularly scheduled amount and the Section 3 of the Security Instruction X (12 C.F.R. Part 1º 24) as gislation or regulation that go crimerers to all requirements and mere in the Loan does not qualified Borrower means any party that the PROPERTY	lement, award of damages, or proceeds paid by erages described in Section 5) for: (i) damage aking of all or any part of the Property, (iii), or omissions as to, the value and/or condition er against the nonpayment of, or default on, the unt due for (i) principal and interest under the ment.  The section of the Property and its they might be amended from time to time, or as the same subject matter. As used in this restrictions that are imposed in regard to a yes a "federally related mortgage loan" under that ta' en til e to the Property, whether or not or this Security Instrument.
modifications of the Note, and Instrument and the Note. For Lender's successors and assig	(ii) the performance of Borrower's	covenants and agreements under this Security by mortgage, grant and convey to Lender and crty located in theCountyType of
SEE ATTACHED EXHIBIT	'A'	
		Bornsver Initials # #   M

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which currently has the address of	s of 3826 NORTH MARSHFIELD AVENUE			
			[Street]	
CHICAGO	, Illinois	60613	("Property Address"):	
[City]		[Zip Code]	•	

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the to mortgage, grant and convey the Property and that the Property is unencumbered, except for enc. mb ances of record. Borrower warrants and will defend generally the title to the Property against all claims and demends, subject to any encumbrances of record.

TUIS TECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with rimited variations by jurisdiction to constitute a uniform security instrument covering real

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 Noie. 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. currency. However, if any check or other instrument receiver by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require and 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 chick or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a fed ral a zency, instrumentality, or entity; or (d) Electronic Funds Transfer

Payments are deemed received by Lender whin 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 in fficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse sur n payment or partial payments in the future, but Lender is not obligated to apply such payments at the time s in payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay in crest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Local current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such fund, or cotum 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 a ainst 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) inter st due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be experiente 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 inversal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which include 🐼 sufficient amount to pay any late 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 cap be paid in full.

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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 as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the 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 "Funds") 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 or ground rents on the Property, if any, (c) premiums for any and all msurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums pay ble by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Lean. Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Ler der waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any been witems for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Le dei receipts evidencing such payment within such time period as Lender may require. Borrower's obligatic 1 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 chicated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Excrew tem, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligate I under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items 2, any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Le. der ail 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 lasis 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 e e.so, insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no late: than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest of the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by NESPA.

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over time security Instrument, Lender may give Borrower a notice identifying the 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 hav 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 r is 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  $r'_{sh}$ , 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 1 or flood zone determination and certification services and subsequent charges each time remappings or similar chances of cur 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 particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect 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. By rower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the contents of the provide greater or lesser coverage than was previously in effect. By rower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the contents of the provide greater or lesser coverage than was previously in effect. By rower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the contents of the provide greater or lesser coverage than was previously in effect. By rower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the contents of the provide greater or lesser coverage than was previously in effect. By rower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the contents of the provide greater or lesser coverage than was previously in effect. By rower acknowledges that the cost of the insurance that Borrower acknowledges that the cost of the insurance coverage to provide greater or lesser coverage than was previously in effect. By rower acknowledges that the cost of the insurance coverage that the

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance

Borrower Initials

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proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and releted matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrie, the 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 leret, assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpidender 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 uch 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 the due.

6. Occupancy. Borro ver 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 the state of occupancy, unless Lender otherwise agrees in writing, which consent shall not be uniterasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control

7. Preservation, Maintenance and Pracecion 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. So rower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically fee able, Borrower shall promptly repair the Property damaged to avoid further deterioration or damage. If insurance in responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Under may disburse 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 Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspect one 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 to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan, pplication process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's Inowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not initiated to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrumer... If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect

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Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court, and (c) paying reasonable 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 regable, 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 coquiles fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

Mortgage insurers evaluate their total risk on all such insurance in force from time (a 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 insurer to make payments using any sorrer of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage F. surance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsuler, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive f plat (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of

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Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has if any with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.
- 11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.
- Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property of the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and costo ction period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opporturity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that each inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement of in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable, I aw 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 1 ender a security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security I istuiment, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied to the sums secured by this Security I istuiment, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a total taking, lest ur uon, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this recurity Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking are truction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instruction, or loss in value, unless Borrower and Lender otherwise are even in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellar course Proceeds multiplied by the following fraction:

(a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for daming is, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to coll of an apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Cecurity Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun t at, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interes in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest

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

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in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the jums 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, w', ou limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrow r v in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remody

13. Joi at 2 ad Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borr wer's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrume at 1 at does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other B rower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security has rument or the Note without the co-signer's consent.

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument aust 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 it sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Lav expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only

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report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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 since a hall 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 C py 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 unsfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the use 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 invo essay remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. J. Porrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrumen' discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Decurity Instrument; (b) such other period as Applicable Law might specify for the termination of Borrov er's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Bo rower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no exceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incured a enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspectical and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and righ's under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Le der's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sum secu ed by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Ver der may require that Borrower pay such reinstatement sums and expenses in one or more of the following fr.mc, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency. instrumentality or entity, or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of ervicing. 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 L'anvierred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by " e N ite purchaser.

Nother Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual ht gent or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or 1that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrum or, 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 netice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of a celeration 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 following substances: gasoline, kerosene, other flam able or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos c. fon taldehyde, 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 Cle nut" 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 permit the presence, use, his osal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, or, or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that it is 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 Troperty. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quartific of Hazardous Substances that are generally recognized 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 notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving tie Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (\*) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat (1 release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any gov and and or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Strustance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanu.

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

Borrower Initials \_\_\_\_\_ Form 3014 1/0

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

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	State of ILLINOIS	)		
(	County of <b>COOK</b>	) ss. )	<u></u>	
-	This instrument was acknowledge by JOHN MC	owledged before me LAUGHLIN and AMBI	e on Whil 29 ZEV	4
KARI NOTARY PUBI NY COMMIS	ICIAL SEAL  (N.) RURNS  LIC ST/ITE OF LLMOR  RCALE/ TEXABOLIS  My Commission expires:	Signa	ture of Notary Public or printed name:	Burns

Loan Originator Organization: ALL ANT CREDIT UNION
NMLS ID: 197185
Loan Originator: Rob Jones
NMLS ID: 616600

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

Borrower Initials
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File Number: 14-0632

#### **EXHIBIT "A"**

#### **LEGAL DESCRIPTION**

Lot 88 in Charles J. Ford's Subdivision of Block 18 of the Subdivision of Section 19, Township 40 North, Range 14 East of the Third Principal Meridian (except the Southwest quarter of the Northeast quarter and the Southeast quarter of the Northwest quarter thereof, and the East half of the Southeast quarter thereof), in Cook County, Illinois 14-19-215-029-0000



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### **UNOFFICIAL COPY**

Loan Number 0023635925

#### ADJUSTABLE RATE RIDER (1-Year LIBOR Index - Rate Caps) (Assumable after Initial Period)

THIS ADJUSTABLE RATE RIDER is made this 29TH DAY OF APRIL, 2015, and is incorporated into a id shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instituted") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Adjustable Rate Note (the "Note") to ALLIANT CREDIT UNION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

#### 3826 NORTH M/RSHFIELD AVENUE, CHICAGO, ILLINOIS 60613

[Property Address]

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

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

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 2.875%. The Note provides for changes in the interest rate and the monthly payments as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the 1ST day of MAY, 2022, and may change on that day every 12TH month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be blood in an Index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market, as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Ching. Date is called the "Current Index."

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

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TV O AND ONE-HALF percentage point(s) (2.5%) to the Current Index. The Note Holder will then nound the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

Borrower Initials

MULTISTATE ADJUSTABLE RATE RIDER-1-Year LIBOR Index (Assumable after Initial Period)—Single Family-Freddic Mac Unifor INSTRUMENT

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#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 4.8750% or less than 2.5000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO PERCENTAGE POINTS (2%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 7.8750%.

#### (E) Effective Date of Changes

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

#### (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 m, to onthly payment before the effective date of any change. The notice will include information required b, law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSJEP, OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. UNTIL BORROWER'S INITIAL INTEREST RATE CHANGES UNDER
THE TERM STATED IN SECTION A ABOVE, UNIFORM COVENANT 18 OF THE
SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

Transfer of 'ae P' operty 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 lip ited to, those beneficial interests transferred in a bond for deed, contract for deed, instal ment sales contract or escrow agreement, the intent of which is the transfer of title by "Dor ower at a future date to a purchaser.

If all or any part of the 'roperty or any Interest in the Property is sold or transferred (or if Borrower is not a natural per on 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 secure by this Security Instrument. However, this option shall not be exercised by Lender if such exacts is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not 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 the 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.

2. AFTER BORROWER'S INITIAL INTEREST RATE ( DANGES UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE STALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO ROAD AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. As used it 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

Borrower Initials

MULTISTATE ADJUSTABLE RATE RIDER-1-Year LIBOR Index (Assumable after Initial Period)-Single Tamily-Freddie Mac Uniform INSTRUMENT Form 5131 3/04 (page 2 of 4 pages)

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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. 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 reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign 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 socirity Instrument. Borrower will continue to be obligated under the Note and this Socirity Instrument unless Lender releases Borrower in writing.

Chender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must ray of 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.

Romower Initials

MULTISTATE ADJUSTABLE RATE RIDER-1-Year LIBOR Index (Assumable after Initial Period)-Single-Family-Freddie Mac liniform INSTRUMENT

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BY SIGNING BELOW, Borrower accepts and agrees to the Rate Rider.	he terms and covenants contained in this Adjustable
	(Seal)
Borrower - ANBEL LAUGHLIN	(Seal)
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TC	
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	Borrower Initials All I
MULTISTATE ADJUSTABLE RATE RIDER-1-Year LIBOR Index (AssENSTRUMENT	umable after Initial Period)-Single Family-Freddic Mac Un form Form \$131 3/04 (page/4 of 4 pages)

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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 i tour red in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attoracy' fees and costs of title evidence.

Security Insurgent. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Insurgent, 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 vi tue of the Illinois homestead exemption laws.

25. Placement or Callateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The cover ge that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower, in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but entry a feer 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 insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than a cost of insurance Borrower may be able to obtain on

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 rec reced with it.

Witnesses:	
1	2/2
Witness -	75
Witness -	(Seal)
Borrower - JOHN MCLAUGHLIN	(Seal)
Borrower - AMBLIAMCLAUGHLIN	Borrower Initials #
ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTR	UMENT Form 3014 (In Juge 12 of 13 Juges)