82P10C8

A.T.G.F. BOX 370

AFTER RECORDING MAIL TO:

LINUGLM SERVICE CORPORATION ATTN: LOAM CONTROL DEPARTMENT P.O. BOX 989 42302-0989 OVENSBORO. KY

671933-3 1-028-40881

92476524

\$35, 69 DEPT- VI HELDROIM; 185555 TRAN 8774 BOTS6792 15-44-60 668 × ×-92-476524 COOK CHANTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on THOMAS J. HAMPSTON and WARIF HAMPSTON, HIS WIFE

. The morteagor is

("Borrower"). This Security Instrument is given to SPEAT FINANCIAL FEDERAL

92476524

which is organized and existing under the laws of THE UNITED STATES OF AMERICA address is P.O. BOX 989, OWENSBORD KY 42302-0989

, and whose

("Lender"). Borrower owes Lender the principal sum of

Minety-Five Thousand and No/100 -----

Doiltzs (U.S. \$ 95.000.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2022 instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with incress, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this So unity Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK

LOT 28 (EXCEPT THE WEST 11.40 FEET THEREOF) AND THE WEST 16.40 FEET OF LUT 29 BLOCK 40 IN FREDERICK H. BARTLETT'S CHICAGO HIGHLANDS IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS.

PHYPHPHPHPHPHPHP PIN. 19-19-102-070 (DX AJA

which has the address of 6948 ¥ 53RD PL, CHICAGO, IL 60538 Illinois ("Property Address"):

[Zip Code]

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

-FR(IL) (9105)

YMP MORTGAGE FORMS - (313)293-8100 - (800)521-7281

(Street, City),

Form 3014 9/90 Amended 5/91 Indian: TTN CO

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TOGETHER WITH Met imprivements for the causer crected on the property, and all casemons, appurenances, and all casemons appurenances, and additions shall also be covered by this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due she principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

Leavier on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasthold payments or ground reads on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly fleed insurance premiums, if any; (c) yearly mortgage incurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of parsuath 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow liens." Lender may, at any targe, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage ion may require for Borrower's excrow account under the federal Real Estate Seniement Procedures Act of 1974 as amended from time to time. 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount if so, Lender may, why time, collect and hold Funds in an amount not to exceed the leaser amount Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow licens or

The Funds shall be held in an institution, where deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow lients, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time change for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay 60 nower any interest or earnings on the Funds. Borrower and Leader may agree in writing, however, that inscreas shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds with the purpose for which each debit to the Funds was made. The Funds are piedged as additional security for all sums secured by the Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by app cabir law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refuse to Borrower any Funds held by Lender. If, under paragraph 2], Lender shall acquire or sell the Property, Lender, prior to the you usition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the stune secured by this

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may ausin priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower small pay them on time directly to the becasou owed basiness because as her abrability or a new home in man transmit and the part and a new annual and the basis and a new formal and the part of the part and the part of the pa Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the tien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Bornswer a notice identifying the lien. Borrower shall satisfy the lien or take one or more

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 Norrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Porrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not their due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in persgraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Leader 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any de naid made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successers and Assigns Bound; Joint and Several Linbility; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender, and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not pursonally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to deduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refused to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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5. Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not ensurance within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and bordover otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly proments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Variet. Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition slad, pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

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6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to decipy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agries in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrow?'s control. Borrower shall not destroy, damage or impair the Property. allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lende 's glood faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrowe, s interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Por lower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Society 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations). Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in exact, thaying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this oxagraph 7, Lender

does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security instrument.

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

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 delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted

by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable autorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Jender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatemen: by Borrower, this Security Instrument and the obligations secured hereby shall remain fully elective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragray in 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer intrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the soldress to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances up a are generally recognized to be appropriate to normal residential uses

and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is ordified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other Panomable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisurum where the Property is located that relate

to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as to lower

- 21. 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 (noie) paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action requirer, in cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default and 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 information 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 paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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24. Riders to this Service Instrument. If one or a Security Instrument, the coverants and agreements of each	h such rider shall be incorporated i	nio and shall amend and supp	ith this lement
the covenants and agreements of this Security Instrument a	is if the rider(s) were a part of this S	ecurity Instrument.	
[Check applicable box(es)] Adjustable Rate Rider Cond	ominium Rider	1-4 Family Rider	
Graduated Payment Rider Plann	ed Unit Development Rider	Biweekly Payment Rider Second Home Rider	
	Improvement Rider		
	τ_{\circ}		
BY SIGNING BELOW, Borrower accepts and agrees	to the irray and coverants contain	ed in this Security Instrument	and in
any rider(s) executed by Borrower and recorded with it. Witnesses:	Mh	٨	
Winksta.	Yland T. Honor		(Scal)
Juan moma	THOMAS J. HAMPSTO	N -Bo	13WOTIO
	mai de		(Scal)
	MARIE HAMPSTON		(SCM)
र र		S	
<u> </u>	Scal)	<u> </u>	(Scal)
Bor	TOWER	-Ве	OHIOWET
STATE OF ILLINOIS,	Cock County ss:	CO	
1, the undersigned THOMAS J. RAMPSTON and MARIE HAMPSTON	, a Notary Public in and for said co	unty and state do hereby certif	y that
	, personally known to me to b	e the same person(s) whose na	Fuc(z)
subcribed to the foregoing instrument, appeared before me signed and delivered the said instrument as their in	e this day in person, and acknowled se and voluntary act, for the uses an	ged that they May (15) Color of the design	-
Given under my hand and official seal, this 19th	- <u>-</u>	, 1992	•
My Commission Expires: 4-23-94	Candese &	Cavey	
, v v	Notary Public		يسر
This instrument was prepared by: LINCOLN SERVICE		CANDISE S. CASEY, HOMEY A	Mary Mary
P.O. BOX 989, 0	WENSBORD KY 42302-0989	State of income Commission Commission (Commission)	Manag
And and taket	·	TOWNS AND THE PARTY OF THE PART	2003

ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps-Fixed Rate Conversion Option)

Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to SREAT FINANCIAL FEDERAL , and is incorporated into and shall be decrired to amend and supplement the Mortgage, Deed of Trust or Security day of June THIS ADJUSTABLE RATE RIDER is made this

(the "Leader") of the

R. The Note provides for changes in the

same date and covering the property described in the Security Instrument and located at:

86909 CHICYGO' IF 6948 W 63RD PL

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MOUTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER MUST PAY. THE NOTE ALSO AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO DOUTS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument.

Borrower and Landar further coveriant and agree as follows:

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adjustable interest rate and u.e monthly payments, as follows: The Note provides for an initial interest rate of

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

Date. on that day every 12th month there tien. Each date on which my adjustable interest rate could change is called a "Change The adjustable interest rate I will ray may change on the first day of July 1993 DUE ' (A) Change Dates

Γ

Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current average yield on United States Treasury security's edjusted to a constant maturity of 1 year, as made available by the Federal Beginning with the first Change Date, my sujustable interest rate will be based on an Index. The "Index" is the weekly

If the Index is no longer available, the Note Holder ill choose a new index that is based upon comparable information. Index.

The Mote 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 Two and

The Note Holder will then round the result of this addition to the increase one-eighth of one percentage point (0.125%).

The Joke Holder will then round the result of this addition to the increase interest rate until the next Change. beccentage no.n(s) [2.750 Three-Fourths %) to the Current Index.

(D) Limits on Interest Rate Changes The Note Holder will then determine the amount of the monthly payment. That is an expected to owe at the Change Date in full on the Manuri. Take at my new interest rate in substantially equal payment. The result of this calculation will be the new amount of my not inhy payment.

R) from the rate of interest I have been paying for the precedent 12 months. My interest rate 000.1 percentage point(s) on any single Change Date by more than •u0 R. Therealter, my adjustable interest rate will never be increased or decreased 0057.2 OC 1622 (Just) The interest rate I am required to pay at the furst Change Date will not be greater than

%, which is called the "Maximum Rale 0027.11 will never be greater than

(E) Effective Date of Changes

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

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

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed B. FIXED INTEREST RATE OPTION

interest rate, as follows:

S. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

with interest rate limits to the fixed rate calculated under Section 5(B) below. The "Conversion Option" is my option to conven the interest rate I am required to pay by this Note from an adjustable rate I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first

VMP WORTGAGE FCRWS - (313)293-8100 - (800)521-7281



ROFIJSIVIE CONAEBIJBTE VD7NSIVBTE BVIE BJDEB -- SNIŠIO ET-MJA -- 1 AOSE 11000SMA (MOGE-- ES



Jean erra mes	Pogo 2 of 2	10.(5008) A238-
NIL		
(Seal) Borrower	HOTSTHAN 31 AAN (1602)	
(Seal) Borrower	Borrower C SCALON THOMPS TOWN	

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate remedies permitted by this Security Instrument without further notice or demand on Borrower.

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, I ender may invoke any not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

the date of this Security Instrument.

this Security Instrument, However, this option shall not be exercised by Lender if exercise is p. ohibited by federal law as of without Lender's prior written consent, Lender may, at its option, require immediate pa, m an in full of all sums secured by is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and 2 orrower is not a restural person)

Transfer of the Property or a Beneficial Interest in Borrower. If all or any or a of the Property or any interest in it effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

the amendment to Uniform Coverant 17 of the Security Instrument contained it Section C 1 above shall then cease to be in 2. If Borrower exercises the Conversion Option under the conditions and in Section B of this Adjustable Rate Rider, BORIOWER.

et this period, Lender may invoke any remedies permitted by this Seturity Instrument without further notice or demand on Borrower must pay all sums secured by this Security Instrument. If Demower fails to pay these sums prior to the expiration The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. .ฐกมกพ

Borrower will continue to be obligated under the New Ind this Security Instrument unless Lender releases Borrower in that obligates the transferee to keep all the promises and agreements made in the Note and in this Security instrument. loan assumption. Lender also may require the mans erre in sign an assumption agreement that is acceptable to Lender and To the extent permitted by applicable law, Landa may charge a reasonable fee as a condition to Lender's consent to the

that the risk of a breach of any covenant or agradown in this Security Instrument is acceptable to Lender.

transferee; and (b) Lender reasonably determined that Lender's security will not be impaired by the loan assumption and Lender information required by Lender W cyaluate the intended transferce as if a new loan were being made to the the date of this Security Instrument Lender also shall not exercise this option if: (a) Borrower causes to be submitted to this Security Instrument. However, this poion shall not be exercised by Lender if exercise is prohibited by federal law as of without Lender's prior written contant Lender may, at its option, require immediate payment in full of all sums secured by is sold or transferred (or if a bixelicial interest in Borrower is sold or transferred and Borrower is not a natural person)

Transfer of the Property of a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

1. Until Borrower & terrises the Conversion Option under the conditions stated in Section B of this Adjustable Rate

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER monthly payment until the Maturity Date.

menthly payorest Deginning with my first monthly payment after the Conversion Date, I will pay the new smount as my et my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my would be writinent to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date

If leaves to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that (C) How Payment Amount and Effective Date

greater than the Maximum Rate stated in Section 4(D) above.

determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be required net yield cannot be determined because the applicable commitments are not available, the Note Holder will five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed My new, fixed interest rate will be equal to the Federal Mational Mortgage Association's required net yield as of a date

(B) Calculation of Fixed Rate

requires to effect the conversion.

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; and (iv) I must sign and give the Note Holder any documents the Note Holder **320'00** Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must

fixed rate is called the "Conversion Date." Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new