

UNOFFICIAL COPY

AFTER REC'D ON [REDACTED] 12/20/2012
Borrower's name is [REDACTED]
Name of title company is [REDACTED]

Address of title company is [REDACTED]
Telephone number of title company is [REDACTED]

LOAN NO. 17713873 **63243612** **63243612**
[REDACTED] [REDACTED]
[REDACTED]

(Space Above This Line For Recording Date)

STATE OF ILLINOIS

FHA MORTGAGE

[REDACTED]
[REDACTED]

1. **Conditions to Borrower:** Being granted credit, this Security Instrument is subject to the following conditions:
a) The Borrower shall not sell, lease or otherwise transfer the property without the consent of the Lender.

This Mortgage ("Security Instrument") is given on April 11, 1, 1993 **to** THE MONTESSORI
GRAZyna KIECH, EX-WIFE OF KIRK KIECH AND CELINA KOSTKOWSKA, DIVORCED AND NOT SINCE REUNITED
whose address is 3457 W. NEWPORT AVENUE, CHICAGO, IL 60641
("Borrower"). This Security Instrument is given to
NIDWES FINANCIAL, FNTL, Inc.

which is organized and exists under the laws of ILLINOIS
1620 31st Street, Suite 300, Downers Grove, IL 60515
("Lender"). Borrower owes Lender the principal sum of One Hundred Twenty-Four Thousand and
Fifty Dollars and no/100. **and which is evidenced by**

Dollars (\$124,050.00). 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 May 1, 2023. This Security Instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums,
with interest, advanced under Paragraph 8 to protect the security of this Security Instrument; and (c) the performance of
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does
hereby mortgage, grant and convey to Lender in the following described property located in

COOK COUNTY, Illinois:

LOT 5 IN R.C. MOORE'S RESUBDIVISION OF LOT 30 (EXCEPT THE NORTH 33 FEET OF THE LOT
OPENING ON NEWPORT AVENUE) IN F.H. BATTLETT'S SUBDIVISION OF THE NORTH 33 FEET
OF THE NORTH HALF OF THE SOUTHEAST QUADRANT OF SECTION 21, TOWNSHIP 40 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, Illinois

TO THE BORROWER AS THE BORROWER AGREES TO PAY THE DEBT, EXPENSES, PENALTIES AND COSTS
ACCORDING TO THE SECURITY INSTRUMENT AND ALL OTHER AGREEMENTS MADE OR TO BE MADE
BETWEEN THE BORROWER AND THE LENDER, AS SET FORTH IN THE SECURITY INSTRUMENT, AND
AS NOTIFIED BY THE LENDER, AS NOTIFIED BY THE BORROWER,

DEPTHS & RECORDING DEPARTMENT

111-TRAH 0145 04/02/93 10:24:00
#9391 S-6-93-243612

COOK COUNTY RECORDER

RECORDED TO THIS OFFICE THIS TWENTY-THREE DAY OF APRIL, IN THE YEAR OF ONE THOUSAND EIGHTHUNDRED EIGHTEEN,

BY [REDACTED] (Title), to whom it was delivered at this office this twenty-third day of April, in the year of one thousand eight hundred eighteen, for the sum of EIGHTY-FOUR THOUSAND FIFTY DOLLARS (\$124,050.00).

TO THE BORROWER AS THE BORROWER AGREES TO PAY THE DEBT, EXPENSES, PENALTIES AND COSTS
ACCORDING TO THE SECURITY INSTRUMENT AND ALL OTHER AGREEMENTS MADE OR TO BE MADE
BETWEEN THE BORROWER AND THE LENDER, AS SET FORTH IN THE SECURITY INSTRUMENT, AND
AS NOTIFIED BY THE LENDER, AS NOTIFIED BY THE BORROWER,

TO THE BORROWER AS THE BORROWER AGREES TO PAY THE DEBT, EXPENSES, PENALTIES AND COSTS
ACCORDING TO THE SECURITY INSTRUMENT AND ALL OTHER AGREEMENTS MADE OR TO BE MADE
BETWEEN THE BORROWER AND THE LENDER, AS SET FORTH IN THE SECURITY INSTRUMENT, AND
AS NOTIFIED BY THE LENDER, AS NOTIFIED BY THE BORROWER,

TO THE BORROWER AS THE BORROWER AGREES TO PAY THE DEBT, EXPENSES, PENALTIES AND COSTS
ACCORDING TO THE SECURITY INSTRUMENT AND ALL OTHER AGREEMENTS MADE OR TO BE MADE

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 "Property."

BORROWER COVENANTS that Borrower is lawfully seized 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.

If at any time the title to the Property is determined by the Lender to be defective or subject to any claim or demand
for payment of any kind or character:

(a) the Borrower shall meet and satisfy such claim or demand or pay over to the Lender the amount of such claim or demand
and the cost of defending the title to the Property against such claim or demand; or
(b) the Borrower shall cause to be filed in the office of the recorder of deeds of the county where the Property
is situated a written statement setting forth the nature of such claim or demand and the amount of such claim or demand
and shall cause to be recorded a deed of reconveyance of the Property to the Lender in fee simple absolute, in
trust for the payment of such claim or demand.

3. **Warranties:** **None.** There are no warranties of title, title insurance or otherwise, expressed or implied, contained
in this instrument, either in law or equity, and all warranties are excluded.

4. **Removal of Encumbrances:** Lender may require the Borrower to remove any and all encumbrances from the
Property at the expense of the Borrower.

5. **Revolving Credit:** This instrument is a revolving credit instrument and is intended to be used for the
purpose of making successive loans.

6. **Waiver of Jury Trial:** The parties hereto do hereby waive their right to trial by jury in any action or proceeding
arising out of or relating to this instrument.

Theory/Practice

7. Considerations. The decision of any court of competent jurisdiction to award damages, or to enjoin such action, or to prohibit such practice, shall be final and conclusive.

Any amount deposited by Lenders under this paragraph shall become an additional credit of Mortgagors and be secured by the Security Instrument. These amounts shall bear interest at the rate of discount mentioned, as the case may be.

!! **Section 1031** allows gains or losses on certain types of property to be deferred until the property is sold.

!! Director's note to make these performances of the following plays to perform any other
play upon demand, a condition precedent to the payment of the fees.

on a horizontal, bottom-up scale, with the primary axis of differentiation being the degree of specialization and the secondary axis being the degree of mobility.

Under such circumstances, it is difficult to imagine how the government could have been so successful in its efforts to impose a new system of taxation.

Understatedly charming, this property is tucked away from the bustle of downtown, yet offers easy access to great dining, shopping, and entertainment.

residence for as long as possible after the date of diagnosis. Under the Board's authority, however, the Board may extend the period of residence for as long as necessary to allow the patient to receive the maximum benefit of treatment.

3. Conclusion. Prevention, intervention and promotion of the prevention of the spread of HIV/AIDS among young people.

Instrument, first to any deficiency in amounts unpaid in the manner set out in paragraph 3, and then to payment of principal, or (b) to the rest of the amount of the deficiency in arrears as appears in the instrument, first to any deficiency in amounts unpaid in the manner set out in paragraph 3, and then to payment of principal, or

made prominently by BLOOMFIELD; each individual company, incorporated in New Jersey, and chartered to make payment

In the same year, the *Journal of Legal Studies* gave Lander's paper a nod of approval, writing that "Lander's article is well written and deserves to make its mark on the field of law."

Some other scholars have also taken up the question of the origin of the name. The name "Lambert" has been derived from Latin "lambens", which means "running". The name "Lambert" is also derived from the name of a town in France called "Lambertsburg".

"A. Price, Period and Other Factors Affecting Demand, and Corresponding Effect on the Productivity Function."

ground nests, and the body and wings are covered with a dense pubescence.

3. Application of the principle of Pragmatism, and 2 shall be applied by "lumper or classifier".

Boatman's goods in his office. Hammick paid him for his services for the day.

Individuals' perceptions of their own performance are often at odds with the evaluations made by their peers. For example, in one study, 70% of the students in a class believed they had performed well on a math test, while only 30% of their peers agreed with them (Hagenaars et al., 2006).

The Secretary, or (ii) a monthly charge based on a monthly percentage of the monthly balance remaining unpaid by the lessee in respect of the leasehold interest in the property.

A used to the Society means the Secretary of Housing and Urban Development or the Secretary of Health, Education, and Welfare.

amount necessary to make up the deficiency on account of damage done to the farm due to the storm which has been造成的 damage.

It is also true that the idea of the permanent need for the protection of the environment has been accepted by the majority of people.

secluded situation. The full annual amount for such term shall be accumulated by Lender within a period ending one month before the term would become due.

Each monthly rental payment includes (a) actual consumption of the natural gas property, and (b) payment for transportation services by pipeline.

As secondary structures of the proteins are formed, the hydrophobic regions of the proteins are exposed to the aqueous environment, whereas the hydrophilic regions remain buried in the interior of the protein.

1. Payment of principal interest and late charges shall pay when due the principal of, and interest on

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

LOAN NO. 2713873

5/81

date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment; or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payment, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 60 DAYS from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 DAYS from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such insufficiency. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

(f) **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time of 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 successor 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 demand 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. **Successors and Assigns Bound; Joint and Several Liability; Co-Borrowers.** 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 9.b. 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 personally 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. **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 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.

14. **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.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of this Security Instrument.

16. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent, per Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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ILSA MORTGAGE MORTGAGE FORM
LSD/PNOTE/0001/05-01-L

RECEIVED
MAY 10 1988
FEDERAL HOME LOAN BANK OF CHICAGO
111 N. Wacker Drive, Chicago, IL 60601
Attn: Vice President, Mortg. Servicing
Phone: (312) 920-5300
Fax: (312) 920-5301

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

17. **General Power Provisions.** If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies provided in this applicable law; Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided by applicable law; Lender, but not limited to, reasonable attorney's fees and costs of collection.

18. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security and covenants and agreements set forth in this instrument, if one or more notes or agreements made by Borrower and recorded together with the Security instrument, the convenants of each which note shall be incorporated into and shall amend and supplement the covenants and agreements and in any other(s) executed by Borrower and recorded with it.

19. **Waiver of Homestead.** Borrower waives the right of homestead exemption in the property.

20. **Instrument.** Upon payment of all sums secured by this Security Instrument, Lender shall pay any recordation costs.

21. **Power of Sale.** Lender may invoke the power of sale and any other remedies provided in this applicable law; Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided by applicable law; Lender, but not limited to, reasonable attorney's fees and costs of collection.

22. **Condominium Rider.** **Ground Lease Rider** **Planned Unit Development Rider** **Other [Specify] A** **Ground Quality Rider**

23. **Waiver.**

STATE OF ILLINOIS, COUNTY OF COOK, this 15th day of May, 1988,
CHERYL KAY AXLEY
Myself, personally known to me to be the same person(s) whom I have subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she has signed and delivered the said instrument to me personally known to me to be the same person(s) whom I have subscribed to the foregoing instrument, appellee,

Given under my hand and affixed seal this 15th day of May, 1988,
Fee and voluntary set for the use and pleasure of herself before me this day in person, and acknowledged that she has signed and delivered the said instrument to me personally known to me to be the same person(s) whom I have subscribed to the foregoing instrument, appellee,

Given under my hand and affixed seal this 15th day of May, 1988,
Fee and voluntary set for the use and pleasure of herself before me this day in person, and acknowledged that she has signed and delivered the said instrument to me personally known to me to be the same person(s) whom I have subscribed to the foregoing instrument, appellee,

STATE OF ILLINOIS, COUNTY OF COOK, this 15th day of May, 1988,
CHERYL KAY AXLEY
Myself, personally known to me to be the same person(s) whom I have subscribed to the foregoing instrument, appellee,

Given under my hand and affixed seal this 15th day of May, 1988,
Fee and voluntary set for the use and pleasure of herself before me this day in person, and acknowledged that she has signed and delivered the said instrument to me personally known to me to be the same person(s) whom I have subscribed to the foregoing instrument, appellee,

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LOAN NO. 2233873

FHA MULTISTATE ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 1st day of April 1983 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to MIDWEST FUNDING CORPORATION, AN ILLINOIS CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4887 W. NEWPORT AVENUE, CHICAGO, IL 60641
(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 BORROWER MUST PAY.

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of January, 1984, and that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent index figure available 30 days before the Change Date. If the index (as defined above) is no longer available, Lender will use as a new index any index prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Lender will give Borrower notice of the new index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of 1 1/2 percentage points (e.g., 9.00% - 11.5%) to the current index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph (D) of this Rider, the rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (6.0%) higher or lower than its initial interest rate.

(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth: (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index with the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(G) EXECUTIVE DATE OF CHARTER

LOAN NO. 2233873

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ILLINOIS STATE BANK RULES

Property of Cook County Clerk's Office

A new interest rate scheduled in accordance with Paragraph (c) and (D) of this Rider will become effective on the
Change Date. Borrower shall make a payment in the sum necessary to round downing on the final payment if the Rider
occurs at least 25 days after Lender has given Borrower the notice of change required by Paragraph (c) of this Rider.
Borrower shall have no obligation to pay any interest in the monthly payment amounts scheduled in accordance with
Paragraph (B) of this Rider if the monthly payment amounts scheduled to round downing base date after Lender makes
a payment which should have been made any monthly payment made by Borrower under Paragraph (D) of this Rider
to give timely notice of the decrease and Borrower makes any monthly payment exceeding the payment
amount which should have been made in a timely manner. Then Borrower has the option to either ((i)) demand the return
of Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should
have been paid in a timely manner), or (ii) require that any excess payment with interest thereon at the Note rate, be
applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not
subject to Paragraph (B) of this Rider. Lender is not liable for any damage or loss resulting from the application of
any excess payment with interest thereon at the Note rate.

(c) Effective Date of Change

LOAN NO. 771872