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6351161-220111

RECORD AND RETURN TO
1ST CAROLINA CORPORATION
24 NORTH MARKET STREET, SUITE 210
CHARLESTON, SOUTH CAROLINA 29403

95204872

94712160

** RE-RECORD FOR CORRECTION TO CHANGE DATE ON ACCEPTABLE RATE RIDER, **

(Use in Above This Line For Recording Date)

State of Illinois

MORTGAGE

FHA Case No
131:7654000 729/203B
14146

THIS MORTGAGE Security Instrument is given on AUGUST 09, 1994
The Mortgagor is SOFIA VENCES, A MARRIED WOMAN AND MARTIN GUTIERREZ, A MARRIED MAN AND
JUAN MARCEL BAIGALO, A SINGLE MAN **MARRIED TO JAVIER VENCES

whose address is 4047 SOUTH MONTICELLO AVENUE
CHICAGO, ILLINOIS 60625

("Borrower"). This Security Instrument is given to

1ST CAROLINA CORPORATION
which is organized and existing under the laws of THE STATE OF SOUTH CAROLINA
addressed to P.O. BOX 22287
CHARLESTON, SOUTH CAROLINA 29413

and whose

("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED SIXTY SIX THOUSAND FIVE HUNDRED SIXTY FIVE AND 00/100

Dollars (\$ 166,565.00). 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
SEPTEMBER 01 1994. 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 this Security Instrument 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, the following described property located in COOK County, Illinois:

THE SOUTH 20 FEET OF LOT 6 AND THE NORTH 10 FEET OF LOT 7 IN BLOCK 2 IN HINDMAN'S FIRST
ADDITION TO WEST PRAVENSER, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE
EAST 60 ACRES OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PINE 13-11-327-020 VOL. 331

DEPT. OF RECORDING
189997 131:7654000 08/11/94 13134500
36796 \$ 131:7654000 08/11/94 13134500
COOK COUNTY RECORDER

94712160

3500

which has the address of 234 NORTH MARKET STREET AVENUE

(Street)

CHICAGO

Illinois

60625

("Property Address");

(City)

(State)

(Zip Code)

TRUSTEES WILL on the improvements now or hereafter erected on the property, and all ornaments, rights, appurtenances,
rents, royalties, mineral and water rights and profits, water rights and stock and all fixtures now or hereafter a part of the
property. All public events and obligations shall also be covered by this Security Instrument. All of the foregoing is referred to in this
Security Instrument as the "Property".

HOMEWORK COVENANTS: As a Borrower is knowingly seized of the estate hereby conveyed and has the right to mortgage, grant
and convey the Property and the Property is encumbered except for encumbrances of record. Borrower warrants and will
defend and hold the Lender harmless against all claims and demands, subject to any encumbrances of record.

[Signature] M.C. J.M.S.

35/90

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131:7654000

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STATE OF ILLINOIS

County of Cook

IN SENATE, January 10, 1911.

REPORT OF THE

COMMISSIONERS

OF THE

LAND OFFICE

Property of Cook County Clerk's Office

95204872

Submitted to the Senate for its consideration and approval.

Approved and ordered to be printed by the Senate, January 10, 1911.

Printed by the State Printer, Springfield, Ill.

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1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) household payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amount collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of payments held by Lender for items (a), (b), and (c) together with the future monthly payments for such items payable to be due prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either (i) a monthly charge for the mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge in lieu of a mortgage insurance premium if the Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal amount due on the Note.

If Borrower tenders to Lender the full payment of all items secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender is required to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to an eviction of the Property or a requisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:
First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary in lieu of the mortgage insurance premium;
Second, to any taxes, special assessments, household payments or ground rents, and fire, flood and other hazard insurance premium payments;
Third, to interest charges on the Note;
Fourth, to the principal of the Note;
Fifth, to late charges due on the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against all hazards, losses and contingencies, including fire, for which Lender requires insurance. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by a trust and all proceeds payable shall be in favor of, and in a form acceptable to, Lender.

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[Handwritten Signature] H.C. JMS

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D. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, even prior to a default 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 or fail to make 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 to a third party by or on behalf of the Borrower, and

(ii) the Property is not occupied by the purchaser or grantee as his or her primary residence, or the purchaser or grantee does not secure any loan for the Property, and the credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver of Circumstances.** No event or circumstance would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender cannot waive its rights with respect to subsequent events.

(d) **Regulations of the 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 foreclosure if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

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

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's default under the Note or this Security Instrument. This right applies even after foreclosure proceedings are initiated. Lender shall, upon the Borrower's request, hereby shall tender in a lump sum all amounts required to bring Borrower's account current, including, but not limited to, the unpaid obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, the security instrument and the obligations thereunder shall remain in effect as if Lender had not required immediate payment in full. Borrower is not required to accept reinstatement if: (i) Lender has accepted reinstatement of a prior mortgage or other security instrument within two years immediately preceding the commencement of a current foreclosure proceeding, or (ii) Lender has previously foreclosed on different grounds in the future, or (iii) reinstatement will adversely affect the priority of this Security Instrument.

11. **Borrower's Right to Defer or Extend Payment.** 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 the interest of Borrower shall not operate to constitute a waiver of the obligation of Borrower or Borrower's successor in interest. Lender shall not be required to commence foreclosure proceedings if a Borrower or his or her successor in interest or to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument in response to any demand made by the original Borrower or Borrower's successors in interest. Any agreement, arrangement or understanding, written or oral, shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns, Joint Debtors and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and credit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 13. Borrower's obligations and responsibilities shall be joint and several. Any Borrower who co-signs this Security Instrument shall be deemed to be a Borrower and shall be jointly and severally liable with the other Borrower(s) 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 in a lump sum; (c) the Borrower and any other Borrower may agree to extend, modify, forbear or make any other arrangement with respect to this Security Instrument or the Note without that Borrower's consent.

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J.V. M.C. J.M.S.

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Property of Cook County Clerk's Office

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In the event of loss, Borrower shall give a lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each mortgagee and holder of a deed of trust authorized and directed to make payment for such loss directly to Lender, instead of to Borrower or to Lender's party. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order of Paragraph 3 and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not exceed or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance 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.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

B. Occupancy, Preservation, Maintenance and Protection of the Property (Borrower's Loan Application; Lenders). 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 occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not remove, waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve any vacant or abandoned Property. Borrower shall also be in default if Borrower furnishes or has supplied previously, if 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, representation concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower requires fee title to the Property, the leasehold and fee title shall stand as first mortgages. In witness whereof, I have signed this instrument in writing.

C. Charges to the Owner of the Property or Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, taxes and assessments that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. Failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall immediately take action to cause or cause others to make these payments.

If Borrower fails to perform the obligations of this instrument required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument or thereon in legal proceedings that may significantly affect Lender's rights in the Property (such as proceedings to take action, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect its value of the Property and Lender's rights in the Property, including the payment of taxes, hazard and special taxes as mentioned in Paragraph 2.

Any amounts disbursed by Lender under this instrument shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall be repaid to Lender from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately refinanced.

D. Condemnation. The proceeds of any claim or claim for damages, direct or consequential, in connection with any condemnation or other taking of all or part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the indebtedness of the borrower under the Note and this Security Instrument that remains unpaid under the Note and this Security Instrument, first to any delinquent amounts applied in the order of Paragraph 3 and then to prepayment of principal. Any application of the proceeds to the principal shall not exceed or postpone the due 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.

E. Power of Attorney. I hereby give, and I authorize the Secretary to give, to the Secretary, my power of attorney.

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J.V. M.C. S.M.S.

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IN SENATE
JANUARY 11, 1900
REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 1, 1899

ALBANY, N. Y.:
THE UNIVERSITY OF THE STATE OF NEW YORK
PRINTING OFFICE
1900

IN SENATE
JANUARY 11, 1900
REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 1, 1899

ALBANY, N. Y.:
THE UNIVERSITY OF THE STATE OF NEW YORK
PRINTING OFFICE
1900

Property of Cook County Clerk's Office

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99-7-1-2-4

13. **Notice.** Any notice to Parties to this Security Instrument shall be given by delivering it or by mailing it by first class mail in a sealed envelope by computer or other means. The notice shall be directed to the Property Address or any other address Parties shall designate in writing to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates in writing to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender 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 conflict of provisions. It is intended that the provisions of this Security Instrument and the Note are declared to be severable.

15. **Declarer's Copy.** This document shall be given to the declarer of this Security Instrument.

16. **Assignment of Rents.** Borrower hereby assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agent to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agent. In the event 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 is prevented or delayed in collecting all rents and revenues due by Borrower, Lender shall be held by Borrower as trustee for benefit of Lender only. In the event of the exercise of the power of foreclosure by Lender, Lender shall be entitled to collect and receive all of the rents of the Property not yet paid to Lender or Lender's agent on the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's behalf as a condition precedent.

Borrower shall be held liable for any non-payment of the rents and fees and will not perform any act that would prevent Lender from exercising its power of foreclosure.

Lender shall be entitled to exercise its power of foreclosure on the Property before or after giving notice of breach to Borrower. However, Lender may, at its option, accept or receive any amount due thereon in a breach. Any application of rents shall not constitute a breach of any covenant or agreement or remedy of Lender. This assignment of rents of the Property shall terminate upon the date of the recording of the deed to the Property.

All rents and revenues shall be paid to Lender or its agent as follows:

17. **Foreclosure Proceedings.** Under no circumstances shall Lender, under paragraph 16, Lender may foreclose this security instrument by foreclosure or otherwise. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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JV M.C. JMS

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 20____.

Clerk of the Court

Attorney at Law

Witness

Property of Cook County Clerk's Office

COOK COUNTY

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18. Release. Upon payment in full of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any prepayment costs.

19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the contents and agreement of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument, as if the rider(s) were a part of this Security Instrument. [Check applicable boxes]

- Condominium Rider
 Graduated Payment Rider
 Growing Equity Rider
 Planned Unit Development Rider
 Other (Specify) FHA ARM RIDER

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower in accordance with it.

Witness:

Lorena Venes (Seal)
 LORENA VENES -Borrower

Martin Gutierrez (Seal)
 MARTIN GUTIERREZ -Borrower

Juan Manuel Salgado (Seal)
 JUAN MANUEL SALGADO -Borrower

Javier Venes (Seal)
 JAVIER VENES, SIGNING SOLELY FOR THE -Borrower
 PURPOSE OF WAIVING ANY AND ALL HOMESTEAD RIGHTS

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

(Print below this line Your Acknowledgment)

STATE OF ILLINOIS COOK County ss:
 I, THE UNDERSIGNED, Notary Public in and for said county and state
 do hereby certify that LORENA VENES AND MARTIN GUTIERREZ AND JUAN MANUEL SALGADO, a single man
 /MARRIED TO MARIA DEJESUS GUTIERREZ
 /AND JAVIER VENES, HER HUSBAND

to me to be the same persons who personally appeared before me this day in
 person, and acknowledged that they subscribed to the foregoing instrument, appeared before me this day in
 act, for the usual purposes and terms of both free and voluntary
 Give under, read and deliver said this 05TH day of AUGUST 1994

My commission expires:

Gail Maher
 Notary Public

This instrument was prepared by
 151' Cass Street, Chicago, Illinois 60601
 P.O. BOX 42207
 CHARLES W. [unreadable] 60641

DEPT-01 RECORDING
 14008 TRAM 0010 03/27/95 12:01:00
 40547 JB *-95-204872
 COOK COUNTY RECORDER



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Property of Cook County Clerk's Office

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ADJUSTABLE RATE RIDER

File Case No
131-7654000 729/2030

14146

THIS ADJUSTABLE RATE RIDER is made this 05TH day of AUGUST, 1995, 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 1ST CAROLINA CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
4842 NORTH MONTICELLO AVENUE, CHICAGO, ILLINOIS 60625

(If applicable, 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 1996, and on that day of each succeeding year. "Change Date" means the first day of each year when the interest rate could change.

(B) Two 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 first available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use a new Index and 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

Based on the applicable interest rate and the new interest rate by adding (in the case of TWO AND 000/1000 percent) or subtracting (in the case of ONE AND 000/1000 percent) the new rate, 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, this 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 (5.0%) higher or lower than the initial interest rate as stated in Paragraph 2 of the Note.

(E) Calculation of Monthly 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. To make up each obligation, 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, with the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Lender will give notice to the Borrower of any change in the interest rate and monthly payment amount. The notice must be given in writing 28 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 Current Index, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the amount of the new monthly payment of principal and interest, and (viii) any other information which may be required by applicable law.

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(G) Effective Date of Changes

A new interest rate calculated in accordance with Paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment of the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by Paragraph (F) of this Rider. Borrower shall have no obligation to pay an amount greater than the monthly payment amount calculated in accordance with Paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with Paragraph (E) of this Rider does not exceed the amount billed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied to payment of principal. Lender's obligation to return any excess payment with interest on demand is not assigned even in the event of the assignment of the demand for return to made.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Isabella Velasco (SEAL)
ISABELLA VELASCO
Borrower

Marta Gutierrez (SEAL)
MARTA GUTIERREZ
Borrower

Juan Manuel Salgado (SEAL)
JUAN MANUEL SALGADO
Borrower

..... (SEAL)
Borrower

Property of Cook County Clerk's Office

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Legal notice regarding property ownership and legal proceedings.

Property of Cook County Clerk's Office



Resource Bancshares Mortgage Group, Inc.
Attn: Margaret Hook
7909 Park Lane Rd. Ste 150
Columbia SC 29223-7889

ST-95204972

09/27/00

Clerk's Office