FICIAL COPY 3126219862 FROM OND CORP

PATIONAL MORTGAGE AND LOAD SHEVICES, INC 96520903 When recorded mail to: 73548 WEST DIVISION STREET

CHICAGO, IL £0622

DEPT-01 RECORDING

135.50

- T40009 TRAN 3389 07/09/96 12:56:00
- #5538 # SK #-96-520903
- CBOX COUNTY RECORDER

LORE #: 96F-3001

State of Illinois

ncor title insurance 6#33/400

MORTGAGE

PHA Case No. 131:8309221-729

THIS MORTGAGE ("Security Instrument") is given on JUNE 29, 1996. The Mortgagne is PERMANDO HIDALGO, AN UNMARRIED HAY AND FAUNTO A. ALEJANDRO, AN UNMARKIED HAN AND CILBURTO COCA ALEJANDRO, AM UNDARRIJO NAS, AS JOINT THRANTS

("Borrower").

This Security Instrument is given to HATICHAL MORTGAGE AND LOAN SERVICES, INC. AN ILLINOIS CORPORATION

which is organized and

existing under the laws of THE STATE OF ILLIMOUS and whose address is 2568 WEST DIVISION STREET, CHICAGO, 12 60422

(''Lander'').

Bestower owes Lander the principal sum of ONE MUNDRED THUNKY MINE THOUSEND FOUR HUNDRED HIMSTY **** HIME AND NO/100+2+0+0+ W.S. \$129,499.00). This debt is evidenced by Borrower's note dated the sains deep as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid surfier, due and payable on

This Security Instrument secures to Lander: (a) the repay near of the date swidenced by JULY 1, 2026. the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of 21 Fee sures, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Live over a covenants and agreement: under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, art at and convey to the Lender the following described property located in COOK

LOT 27 IN BLOCK 4 IN A.M. HILL AND COMPANY'S BOULKVARD ADDITION TO INVING PARK, MNING A SUMDIVISION OF ALONSO E. MILL OF THE MAST 1/2 OF THE WEST 1/2 OF THE SOURHEAST 1/4 OF SECULOR 14, COMMERCE 40 HORSE, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COURTY, ILLIMOIS.

AP #: 13-14-411-022-0000 V 337

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Page 1 of 5

ton or there

Property of Cook County Clark's Office

IOFFICIAL CO

which has the address of

4205 HORTH BRRHAND AVERUE, CEICAGO

Mirois

60611

("Property Address");

Marce, Chyj.

12 Codel

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtunences and findures now or bereafter 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 scized 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. Burrower waterants and will defined generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform accurity instrument covering real property.

Borrower and Lendar covenent and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt

evidenced by the Notr and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest a. at forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) lease on payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lear's must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender will held the Security Instrument, each monthly payment shall also include of the (i) a sum for the annual mortgage insurance premium to be paid by Lander to the Escretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. They for the monthly charge by the Secretary, these items are called "Barrew Items" and the same paid to Londer are called "Rectow Fauls."

Lander may, at any time, collect and hold and uper for Escrow items in an aggregate amount not to exceed the maximum amount thet may be required for Bosrower's escrow account us do, the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et neg. and implementing regulations, 24 CFR Part 350%, 21 they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated asburgements or disburgements before the Borrower's payments are

available in the account may not be based on amounts due for v'a morrgage insurance premium.

If the amounts held by Lender for Recrow Items exceed the emounts permitted to be held by RESPA, Lender shell account to Borrower for the encess funds as required by RESPA. If the amount of funds held by Lender at any time is not sufficient to pay the Escrow lisens when due, Lender may notify the Borrower and require Expower to make up the shortage as permitted by RESPA.

The Bacrow Funds are pledged as additional security for all rums secured by this Security Instrument. If Borrower tenders to Leader the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Londer has my to come obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a lend some sale of the Property or its acquisition by Lander, Borrower's account shall be credited with any balance remaining for all its 20 nexts for items (a), (b), and (c). 3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

Picst, to the mortgage insurance premium to be paid by Lender to the Secretary or to the me ather charge by the Secretary instead of the monthly mortgage insurance premium;

Second , to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third , to interest due under the Note:

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Five, Flood and Other Hann'd Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hezerds, cannalties, and contingencies, including fire, for which Lander requires insurance. This insurance shall be maintained in the amounts and for the periods that Londor requires. 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 senswals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Bostower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lunder, instead of to Borrower and to Leader jointly. All or any part of the insurance proceeds may be applied by Leader, at its option, either (a) so the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to propayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paregraph 2, or change the amount of such payments. Any exoces 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.

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In the event of foreclosure of this Security Instrument or other transfer of title to the Property that entinguishes the indukte

all right, little and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Preperty; Barrower's Loan Application; Lanesholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Preporty as Borrower's principal residence for at least one year after the date of occupancy, unless Londor desermines that requirement will cause undue hardship for Borrower, or unless externating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, destage or substantially change the Property or allow the Property to deteriorate, reseccable wear and tear excepted. Lender may impact the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Londer (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 Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the learnhold and for title shall not be merged unless Leader agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other king of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the corect of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lander shall apply such or exces to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in) to order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not exten (2) postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any course 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.

7. Charges to Borrower and Protection of Lander's Rights in the Property. Borrower shall pay all governmental or ammicipal charges, fines and impositions that are not be used in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would an ersely affect Lender's interest in the Property, upon Lender's request Bosrower

shall promptly furnish to Lender receipts evider cing these payments.

If Borrower fails to make these payments or the carments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lander's rights in the Property (such as a proceeding in bankruptcy, for condern ailon or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Londor's rights in the Property, including payment of taxes, hexard incurance and other items meeticaed in paragraph 1.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date (Liebursement, at the Note rese, and at the option of Lander,

shall be immediately due and psychia.

Borrower shall promptly discharge say lien which has priority over this & colling Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lader. (h) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinic a op rate to prevent the enforcement of the lien: or (c) secures from the holder of the lieu an agreement satisfactory to Lender suborder sing the lieu to this Security Instrument. If Londer determines that any part of the Property is subject to a lien which may attain proving over this Security Instrument, Lender may give Borrower a notice identifying the ilen. Borrower shall satisfy the ilen or take one or my an of the actions set forth above within 10 days of the giving of notice.

2. Form Lender may collect flor and charges authorized by the Secretary.

9. Greends for Acceleration of Debt.

(a) Default, Landar may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immodiate 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 Instance at prior to er on the

due done of the next recently payment, or

(ii) Borrower definite by failing, for a period of thirry days, to perform any other obligations contained in this Security Instrument. (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial innerest in a trust owning all or part of the Property, is said or otherwise

transferred (other than by device or decost), 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 regal remarks of the Secretary. (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in fell, but Lender door not

require such payments, Lunder 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 Leader's rights, in the case of payment defenits, to require immediate payment in full and foreclose if not paid. This Security Instrument does

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not authorize acceleration or fereclosure if not permitted by regulations of the Secretary.

LORE #: 965-3808

(e) Mortgage Not Insured. Barrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date horsest, Lender may, at its option, require interpayment in full of all some secured by this Security Instrument. A written statement of any authorized agent of the Secretary dayed subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof or such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Londor when the unavailability of insurance is solely due to Lander's failure to remit a mortgage insurance premium to the Socretary.

10. Reject at execut. Borrower ber a right to be reinstated if Lander 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 sure all amounts raquired to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, forcelosure 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 with the foreologists 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 144 read, Perbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums your of by this Security Instrument granted by Lender to say successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's succused in interest. Landar shall not be required to commence proceedings against any successor in it west or refuse to extend time for payment or otherwise modify amortization of the store secured by this Security Instrument by rosser of any demand made by the origine! Borrower or Borrower's successors in instrum. Any forherance by Londor in scarcising any right or remedy shall not be a veriver of or preclude the exercise of any right or semedy.

12. Successors and Assigns Round; we and Several Liability; Co-Signers. The covenants and agreements of this Security

Instrument shall bind and benefit the successors and sasigns of Lendor and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenante and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-eigning this Security Instru on A only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not presonally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree a extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Nois without that Bandwer's consent.

13. Notices. Any notice to Borrower provided for in this Scourity instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. (16) notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lander, shall be given by first class mail to Lender's address stated herein or any address Lander designator 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 pr

14. Governing Law: Severebility. This Security Instrument shall be groward 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, of the Note which can be given office without

the conflicting provision. To this end the provisions of this Security Instrument and the NAN are declared to be severable.

15. Berrawer's Copy. Borrower shall be given one conformed copy of the Nets and of the Security Instrument.

14. Reservices 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 cise to do, anything affect by 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 that are generally recognized to be appropriate to normal residential uses and to resource of the Property.

Borrower shall promptly give Lander written notice of any investigation, claim, deceand, lawsuic of their action by any

governmental or regulatory agency or private party involving the Property and any Hazardous Substance or kit via namental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, in party removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly taken all necessary remedial actions in accordance with Environmental Law.

As used in this peragraph 16, "Hazardous Substances" are those substances defined as toxic or hezardous substances by Environmental Law and the following substances: gasoline, herosome, other flammable or toric petroleum products, texte perticides and herbicides, volstile solvents, materials containing aspectos or formaldshyde, and redicactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Londer further covenant and earte at follows:

17. Antiquatest of Bants. Borrower unconditionally assigns and transfers to Londor 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 tenest of the Property to pay the rents to Landar or Lander's agents. However, prior to Lander's notice to Borrower of Borrower's breach of any covernent or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of London and Borrower. This assignment of runts constitutes an absolute assignment and not un uniquenest for additional accountry only.

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LOAM #: SEP-3062

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

Borrower has not executed any prior assignment of the repts and has not and will not perform any act that would prevent Leader

from exercising its rights under this paragraph 17.

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, Lander or a judicially appointed receiver may do so at any time there is a breach. Any application of runts shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rests of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. M'Londer regaines immediate payment in full under paragraph 9, Londor may foreclose this Security instrument by judicial proceeding. Londer shall be cutified to collect all expenses incurred in pursuing the reason provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

When Landor's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Panelly Merigage Forecleaure Act of 249 ("Act") (12 U.S.C. 3751 at seq.) by requesting a forecleaure commissioner designated under the Act to commence foreclook e and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights of rerwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payorant of all sums secured by this Socurity Instrument, Londer shall release this Socurity Instrument without

charge to Borrower. Borrows: July pay any recordation costs.

20. Waiver of Homestone. Marrier waives all right of homestead exemption in the Property.

21. Riders to this Security has a result. If one or more riders are executed by horrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall gurendand supplement the covenant and agreements of this Security Instrument as if the rider s) was a part of this Security Instrument.

Condominium Rider Graduated Payment Rider	Growing Equity Ride	Planned Unit Development Rider		
Graduated Payment Rider	RIDER (1) (1) ocify)	adjustable rate	RIDER; REFABILITATION	PON

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

STATE OF ILLENOIS.

County st:

a Notary Public in and for said county and say a to heathy certify that

personally known to me to be the same person(s) whose name(s) subscribed to the i appeared before me this day in poreon, and acknowledged that That algues free and voluntary act, for the uses and purposes therein set forth. instrument as signed and delivered the a

Given under my hand and official seel, this

My Commission Expires:

"OFFICIAL SEAT." Guillermo F. Martinez Notary Public, State of Illinois My Commission Expires July 13, 1996

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ELLPHARE

Property of Cook County Clark's Office

101F #: 367-3008

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 NAMILY BIDER is made this 2022 day of June, 1996 and it incorporated into and shall be desired to smend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security I'vet unsent") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to HATICELL MORTGREE AND LOAD SERVICES, INC, AN ILLINOIS CORPORATION

(the "Lender") of the commission and covering the Property described in the Security Instrument and located at:

4205 NORTH BEREATS STREETS CRICAGO, IL 60618

1-4 FAMILY COVENANTS. In edition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and a pro- as follows:

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Recurity Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatever now or hereafter located in, on, or use(, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire provention and soninguishing appearance, wourity and access control appearance, plumbing, both tube, water heaters, water closets, sinks, ranges, stoves, refriger aves, dishwashers, disposals, washers, dryses, awaings, stoves windows, storm doors, acreeus, blinds, shades, outpir cand currain rods, attached mirrors, cabinats, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a particle Property covered by the Security Instrument. All of the foregoing together with the Property described in the description of the Security Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not mely agree to or make a change in the use of the Property or its zoning classification, unless Leader has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any are remarkal body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any item influence to the Security Instrument to be perfected against the Property without Lander's prior written permission.

MULTISTATS 1-4 PANGLY ROOMS PHMASSILMC Uniform Instrument From 3176 5/69

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or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Roma shall not

MULTISTATE 1-4 PANILLY RIDER YMMAYFILMC Uniform Kostroment Form 3170 3/85

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percentage h 2 of the Note. yment of principal ty Date at the new

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(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO AND THREE-FOURTHS percentage point(s) (2.750%) to the Current hadest and rounding the sum to the nearest one-nighth 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) Limit on Interest Rate Changes

The existing interest rate will never increase or decrease by more than Carle

percentage point(s) (1.000%) on any single Change

Date. The interest carry in never be more than FIVE percentage

point(s) (5.000%) igher or lower than the initial interest rate, as stated in Paragraph 2 of the Note.

(E) Calculation of Payment Change

If the interest rate changes on Crange Date, Lendor will calculate the amount of monthly payment of principal and interest which would be necessary to pay the unpaid principal belance in full at the Meturity Date at the new interest rate through substantially equal payments. In making such calculation, Lendor will use the unpaid principal balance which would be owned 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 and the first is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new i accrest rate, (v) the new monthly payment amount, (vi) the Current Index and 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 lay from time to time,

(G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs (C) and (D) of this luder will become affective on the Change Date. Borrower shall make a payment in 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 any increase in the monthly payment and 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 decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment according the payment amount which should have been stated in a timely notice, then Borrower best the option to either (i) demand the roturn to Borrower of any excess payment, with interest thereon at the Note rate (a rate agent 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 as payment of principal. Lender's obligation to return any storest payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is sende.

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cure or wrive any default or invalidate any other right or remedy of Lender. This satignment of Rems of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEPAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by (b) Security Instrument.

BY SIGNII (C BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Or Cook Rider.

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