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Record and Return to: CHASE MANHATTAN MO'TO GE CORPORATION 1500 NORTH 19TH STREET

HONROE LA 71201

ATTENTION: FINAL CERT FILATION DEPARTMENT + 3 SOUTH

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State of Illinois

1486720C Unit

S

OF INTERCOUNTY

IHA Case No

1318702618729

61900506 1619005069

THIS MORTGAGE ("Security Instrumen") is made on The Mortgagor is CARLA D NELSON, UNMARRIED

whose address is

Of County (14235 KIMBARK, DOLTON, IL 60419

("Betrewer"). This Security Instrument is given

SAS to

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CHASE MANHATTAN MORTGAGE CORPORATION

the State of New Jersey which is organized and existing under the laws of address is 343 THORNALL STREET EDISON, NJ 00837

, and whose

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

of

Eighty-Four Thousand, Seven Hundred Fourteen and 00/100

). This debt is evidenced by Borrower's Note dated the same date as this Dollars (U.S. \$ 84,714.00 Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced July 1, 2027 by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this 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:

ILLINOIS FHA DEED OF TRUST C-1201LT PAGE 1 OF 6 (7/96) (Replaces 1/96)

LOT 27 IN BLOCK 3 IN SHEPARD'S MICHIGAN AVENUE SUBDIVISION NO. 3 A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT PART CONVEYED TO THE RAILROAD), OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOR COUNTY, 1151NOIS. PIN # 29:02:402:018:0000

which has the address of

14235 KIMBARK, DOLTON, IL 60419

(Property Address)

FOOETHER WIP at all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a rart 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."

HORROWER COVENATO: that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and roat the Property is unencumbered, except for encumbrances of record. Borrower watrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

Borrower and Lender covenant 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 Note and late charges due under the Nove

2. Monthly Payment of Taxes, Insurance, and Other Chornes. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late barges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground tents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Orban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either than sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, 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 - Except for the monthly charge by the Secretary, these items are called "Escrow Heins" and the sums paid to Lender ate called "Escrow Funds".

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements between the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

It the amounts held by Lender for Exctow Items exceed the amounts permitted to be held by RESPA Tender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Excrow Items when due, Lender may notify the Borrower and require Borrower to make up the Shortoge as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender 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 Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition 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 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. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties and contingencies, including fire, for which Lender requires Insurance. This insurance shall be maintained in the amounts and for the periods that Lender 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 renewals

shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

to the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. 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 in 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 extend 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 foreelosure 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.

5. Occupancy Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Institution (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's proceipal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause unage eardship for Borrower, or unless extenuating circumstances exist which are beyond Eorrower's control. Borrower shall notify Corders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property is 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 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 Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Voj crty, the leasehold and fee title shall not be merged unless Lender 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 taking of any 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 full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of any indebtedness under the Note and this Security Instrument, tirst to any delinquent amounts applied in the order provided in Paragorph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the day day of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess process 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 Lender's Rights in the Property. Horrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely after Lender's interest in the Property, upon

Lender's regnest Horrower shall promptly famish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments 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 Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lander may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

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 of disbursement, at the Note rate, are as the option of the

Lender, shall be immediately due and payable.

Borrower shall promptly discharge any hen which has priority over this Security Instrument unless Horrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the ben; or (c) secures from the holder of the ben an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the her. Borrower shall satisfy the hen or take one or more of the actions set forth above within 10 days of the giving of notice.

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

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 it:

(i) Horrower 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 (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 it:

(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), 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.

(e) No Walver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender

does not require such payments, 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 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 hereof, Lender may, at its option 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, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not by exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Beinstotement. Por over 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 reingular the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current in Lading, to the extent they are 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, 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 foreclesure 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 len created by this Security Instrument.

11. Borrower not Released; Forbearance by Leva a not a Walver. 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 stall not be a waiver of or preclude the exercise of any

right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; C. Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lende, and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. May Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument on y 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 viction 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 dire ted to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by irra viasa mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in air 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. Burrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on 💰 k the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses 1/1 and to maintenance of the Property.

Horrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any 🚓 governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary. Borrower shall promptly take

all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardons Substances" are those substances defined as toxic or hazardons substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic petroleus and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used the 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. Horrower and Lender further covenant and agree as follows

47. Assignment of Rents. Horrower 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 tents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of tents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Bortower: (a) all rents received by Bortower shall be held by Bortower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) I ender 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 on Lender's written demand to the tenant.

Horrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising as lights under this Paragraph 17.

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

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial price along. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, occluding, but not limited to, reasonable attorneys' fees and cost of title evidence.

If the Lender'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 Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 gt seq.) by requesting a foreclosure commissioner designated under the Act to commence fareclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this security Instrument, Lender shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recordation costs.

20. Walver of Homestead. Borrower waives all rights of homestead exemption in the Property.

21. Riders to this Security Instrument. If one or more ride s are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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(a) sore a part of this Security Instrument.

The following riders are attached: Adjustable Rate Rider

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:	Ox
CARLA D NELSON	
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	; ; ;
	<u></u>

Property of Cook County Clerk's Office

STATE OF ILLINOIS.

COUNTY 88:

COOK

1, the undersigned, Chetary Public in and for said county and state do hereby certify that CARLA D NELSON, CUBMARRIED

personally known to me to be the same person(f) whose naise(f) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (Mel, she, libbl) signed and delivered the said instrument as (his, her, their) free and voluntary act, for the uses and purposes therein set lotth.

Given under my hand and official seal, this

1911.

🖊 das

Lune 1997

My Commission expires

Notace Public

OFFICIAL SEAL"
Clindy Kenney

CHASE MANHATTAN MORTGAGE CORPORATION 625 NORTH COURT SUITE 230 PALATINE II. 60067

57320034

1318702618729 61900506 1619005069

ADJUSTABLE RATE RIDER

THIS ADJUSTATE. RATE RIDER is made this 18th day of June, 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Scority Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

CHASE MANHATTAN MORIGAGE CORPORATION , a corporation organized and existing under the laws of the State of New Jersey. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

14235 KIMBARK, DOLTON, C. 60415

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 MALKIMUM 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:

1. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of OCCORec, 1998, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Heginning 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 as illuble 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

FHA Adjustable Rate Rider
17 JUNEST Page 1 of 3 (596) (Replaces test 10994)

prescribed by the Secretary (as defined in Paragraph 7(B)). 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

Three

percentage points (3,000 %) to the Current Index and rounding the sum to the nearest oneeighth of one percentage point (0.125%). Subject to the limits stated in Paragraph 5(D) of this Note, this rounded amount wiff 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 stated in Paragraph 2 of this Note.

(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 are 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 abount 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 Orac, (iii) the old interest rate, (iv) the new interest 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 law from time to time.

(G) Effective Date of Changes

A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note will become effective 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 5(F) of this Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with Paragraph 5(E) of this Note for any payment date occurring less than 25 days after Lender has given the required none. If the monthly payment amount calculated in accordance with Paragraph 5(E) of this Note decreased, but Lender failed to give finely 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 as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if this Note is otherwise assigned before the demand for return is made.

FHA Adjustable Rate Rider C-7304LT Page 2 of 3 (5/96) (Replaces rev. 10/94)

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

Property of Cook County Clark's Office

EHA Adjustable Rate Rider C-7304LT Page 3 of 3 (5/96) (Replaces rev. 10/94)