35,56

THIS INSTRUMENT WAS PREPARED BY: SMS NATIONWIDE DOCUMENTS, L.P. UNDER THE SUPERVISION OF RACHEL CASTILLO H GREENWAY PLAZA, 19TH FLOOR

DISTON, TEXAS 77046-1102



Control of the second

FIIA Case No.

131-873508-5-729

- 203B

[Space Above This Line For Recording Date] -

617068

MORTGAGE

THIS MORTGAGE ("Security destrument") is given on JULY 28 1997 mortgagor is TTALO MUR/LAES, A SINGLE PERSON AND LILLIAN RIOS, A SINGLE PERSON The mortgagor is

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

AEGIS MORTGAGE CORPORATION

THE STATE OF OKLAHOMA

, and whose

which is organized and existing under the laws of 2500 CITYWEST BOULEVARD, SUITE (200, HOUSTON, TEXAS 77042

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

TWO HUNDRED TWENTY TWO THOUSAND THREE WINDRED NINETY THREE AND

Dollars (U.S. \$ 222,393.00). This debt is evidenced by forrower'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 AUGUST 1, 2027 . This Security Instrument secures is Lender: (a) the repayment of the debt evidenced by ADGUST 1, 2027

This Security Instrument secures 20 Lender: (a) the repayment of the debt evidenced 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 County, Illinois: to Lender the following described property located in COOK County, Illinoise

LOT 6 AND THE NORTH 8 FEET OF LOT 7 IN BLOCK 4 IN ALTA-TROWBRIDGE AND OTHERS SUBDIVISION OF THE EAST 19 ACRES OF THE WEST 38 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 46 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX 4D NUMBER 13-36-311-028

which has the address of

1844 N. HUMBOLDT HOULEVARD

lillnois

("Property Address");

TOGETHIR WITH all the improvements now or hereafter erected on the property, and all casements, apportenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWIR COVINANTS that Borrower is lawfully selzed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencombered, except for encombrances of record. Horrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encombrances of record.

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

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

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

Page 1 of 5

FHA Illinois Mortgage • 6/96 (05-23-96) 8-11,0001-11

Proberty of Cook Collins Clerk's Office

with the principal and interest as set 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) leasehold payments or ground rents 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 Urban 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: (i) a 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 "liscrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Eserow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's eserow 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 before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender 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 Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The listrow Fands 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 montgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly reform 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, hasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note:

- CONTROLL CO.

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, casualnes, 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 cender. 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.

In the event of loss, Borrower shall give Lender immediate notice by nail 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 par' 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 privapil, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or asstpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. My 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 our chaser.

- 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Lonn Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that 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 commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable went 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. Horrower 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 teaschold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, 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

Page 2 of 5

Property of Cook County Clark's Office

lustrument. Lender shall apply steel proceeds to the reduction of the neebtedless under the door and this Security Instrument, first to any delinquent amounts appried in the order provided in raragraph 3, and then to prepayment of principal. 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 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 Lender's Rights in the Property. Borrower 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 affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish 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 m bankruptcy, for condemnation or to enforce laws or regulations), then Lender 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, and at the option of Lender, shall be immediately are and payable.

Borrower shall pranotly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation seemed by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien, or (c) seemes from are holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines are; 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 lien. Borrower shall satisfy the lien 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 capages authorized by the Secretary.

9. Grounds for Acceleration of Debt.

- (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by his Security Instrument if:
 - (i) Borrower defaults by failing to pay in full (ny 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 Justitutions Act of 1982, 12 U.S.C. 1733-3(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 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 for principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No 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 m 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 90 NINETY DAYS from the date bereof, 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 90 NINETY 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 be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary 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 foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

Property of Cook County Clerk's Office

- 11. Borrower Not Released: Forbentunce By Lender Not a Warver, excension of the time of payment or modification of amortization of the sums secured by this Scentily 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 Seemity Instrument by reason of any demand made by the original Borrower or Horrower's successors in interest. Any forhearance by Lemler in exercising any right or remedy shall not be a walvet of or preclude the exercise of any tight or remedy.
- 12. Successors and Assigns Hound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Fortower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of thirs Security Instrument or the Note without that Borrower's consent.

- 13. Notices, Any notice to Horrower provided for in this Security instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address thorrown designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice in Horrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Horrower or Lender when given as provided in this Paragraph.
- 14. Governing Lawy Se erability. 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 aboli 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.
 - 13. Borrower's Copy. Horrower shall be given one conformed copy of the Note and of this Security Institutent.
- 16. Hazardous Substances. Burrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Increase shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. To, preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances fact are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

As used in this Paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flam and/o or toxic petroleum products, toxic pesticides and horbicides, volatile solvents, materials containing asbestos or formaldelyde, and radioactive materials. As used in this Paragraph 16, "Havironmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFURM COVENANTS. Botrower and Lender further covenant and agree as fullows:

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

If Lender gives notice of breach to Bortower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be cutilled 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.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 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, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in fulf.

18. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 18, including, but not limited to, reasonable attorney's fees and costs of title evidence.

17565791

Property of Cook County Clark's Office

If the Lender's interest in this Security in trustent is beind 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 et seg.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure 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.

minima malance and consequed in mild sufficie trainer with batteria	able to a Lender under this Paragraph 18 or applicable law.
19. Release. Upon payment of all sums secured by Borrower shall pay any recordation costs. Lender may chafee is paid to a third party for services rendered and the characteristics.	this Security Instrument, Lender shall release this Security Instrument, rge Borrower a fee for releasing this Security Instrument, but only if the arging of the fee is permitted under applicable law.
20. Waiver of Homestead, Borrower waives all right	of homestead exemption in the Property.
Security Instrument, the covenants and agreements of each	more riders are executed by Borrower and recorded together with this such rider shall be incorporated into and shall amend and supplement the f the rider(s) were a part of this Security Instrument. [Check applicable
	☐ Growing Equity Rider
BY SIGNING BELOW, Borrower accepts and agrees any rider(s) executed by Borrower and recorded with it.	to the terms and covenants contained in this Security Instrument and in
Witnessen;	TALO MURALLES (Seal)
	LILLIAN RIOS (Scal)
	(Sent) -Bottower
	(Scal)
Space Below T	his Line For Acknowledgement)
STATE OF ILLINOIS, Cool	County 881
1. The writing out.	, a Notary Public in and we said county and state,
do hereby certify that ITALO MURALLES , A SINGLE PERSON AND I	JILLIAN RIOS , A SINGLE PERSON
is/are subscribed to the foregoing instrument, appeared beforedivered the said instrument as his/her/their	, personally known to me to be the same person(s) whose name(s) ore me this day in person, and acknowledged that he/she/they signed and free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official scal, this -25 60	day of JULY \$ 107 FICIAL SEAL"
My Commission Expires: RETURN ORIGINAL TO: AEGIS MORTGAGE CORPORATION 2500 CITYWEST BOULEVARD, SUITE 1200	Debra L. O'Shaaghnessy S Notary Public, State of Illinois S Notary Public, State of Illinois S Notary Public S Notary Pu

Property of Coot County Clert's Office

FIIA Case No. 131-873508-5-729 - 203B

#617068

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 28TH day of JULY, 1997, 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 AEGIS MORTGAGE CORPORATION

(the "Lender") of the swar date and covering the property described in the Security Instrument and located at: 1844 N. HUMBOL 27 BOULEVARD, CHICAGO, HAINOIS 60647

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER AUST PAY.

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

5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

- ACCURATION OF

The interest rate may change on the first day of OCTOBER, 169, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant man rity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new index any index prescribed by the Secretary (as defined in Paragraph 7(B) of the Note), Lender will give Borrower notice of the new index.

Page 1 of 3.

(01-29-97) S-US0221-11

Property of Cook County Clerk's Office

#617068

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO AND 75 / 100 percentage point(s) (2.750 %) to the Carrent Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph 5(D) of the Note, 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 tower than the initial interest rate stated in Paragraph 2 of the Note.

(E) Laigulation of Payment Change

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

(F) Notice of Changes

Lender will give notice to Bo rower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 ('ay) before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Carray Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Carrent 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 Prographs 5(C) and 5(D) of the 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 the Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with Paragraph 5(E) of the Note 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 5(E) of the Note decreased, but Lender failed 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 (.) 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 the Note is otherwise assigned by ore the demand for return is made.

Page 2 of 3

Property of Cook County Clark's Office

UNOFFICIAL COPY Some POSTASTAY

8018

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

X Porta Mundeles	(Scal)	1.66.50	(Scal)
TTALO STURALLES	Borrower T.H.L.I.		Borrower
	(Scul)	no mala hummyyddid y bagayd Alding gyyllo	(Sen)
Op	Hajrower		Hopower
	02		
	TC		
	4/1)	×,	
		C	
		10/4/	
		3	0.2000
MULTISTATE PHA ARM RIDER 6-96	Page 3	of A	(0 ⁴ -25° 57) S-US0221-13
			CV

97565791

Property of Cook County Clerk's Office