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Prepared by:
Middleberg Riddle & Gianna
2323 Bryan Street
Suite 1600
Dallas, Texas 75201

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DEPT 01 RECORDING \$37.00
140012 FRAN 6348 08/18/97 12:57:00
\$37.00 140012 8-19-97-6348.C
COOK COUNTY RECORDER

Return to:
ACCUBANC MORTGAGE CORPORATION
P.O. BOX 809068
DALLAS, TEXAS 75280-9068

Loan No: 08646676

[Space Above This Line For Recording Date]

Data ID: 127

Borrower: RODOLFO LOEZA

FHA Case No
131-8740016 729

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 30th day of July, 1997, by the mortgagor is RODOLFO LOEZA MARRIED TO GRACIELA LOEZA , HIS WIFE, AND ROMAN HERNANDEZ MARRIED TO AMALIA HERNANDEZ , HIS WIFE ("Borrower").

This Security Instrument is given to PRIMERA MORTGAGE COMPANY OF ILLINOIS, A CORPORATION, which is organized and existing under the laws of the State of ILLINOIS, and whose address is 1441 SOUTH HARLEM AVENUE, BERWYN, ILLINOIS 60402 ("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED THIRTY-THREE THOUSAND NINE HUNDRED FORTY-SEVEN and NO/100....Dollars (U.S. \$ 133,947.90). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2027. This Security Instrument secures to 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 to Lender the following described property located in COOK County, Illinois:

ILLINOIS FHA MORTGAGE

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BOX 354-01

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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 causation or receipt of premium by RESPA for mandatory disclosure due to the disclosure requirements before the Borrower's payments are available in the account may not be based on information due for the Escrow Lender, and the sums paid to Lender are called "Escrow Funds".

Escrow funds, and the amounts paid to Lender are called "Escrow Funds".
amount to be determined by the Secreterary. Except for the amounts charged by the Secreterary, these items will be called amounts instead of a mortgage insurance premium if this Security instrument is held by the Secreterary, in a reasonable charge instead of a mortgage insurance premium to be paid by Lender to the Secreterary, or (ii) a monthly either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretery, or (ii) a monthly premium would have been required if Lender still held the Security instrument, which would include insurance premium to the Secretery of Housing and Urban Development ("Secretery"), or (iii) any year in which such special assessments levied or to be levied against the Property, (b) lateheld pay a mortgage and (c) premiums for insurance required under paragraph d. In any year in which the Lender still holds the Property, pay a special assessment levied or to be levied against the Property, (b) lateheld pay a mortgage and (c) taxes and payment, together with the principal and late charges due under the Note.

1. Payment of principal interest and late charges due under the Note.
Under normal circumstances, Borrower will pay when due the principal of, and interest

variations by jurisdiction to constitute a uniform covenant covering real property.

This Security instrument combines uniform covenant to uniform use and non-uniform covenants with limited enforceability of record.

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any easements, grants and other interests lawfully retained of the estate hereby conveyed and has the right to terminate. All of the foregoing is referred to in this Security instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances,

which has the address of 5031 SOUTH CHRISTIANA,
CHICAGO,
(City)
690612
(State)
[600 Canal]
ILLINOIS

LOT 38 AND THE SOUTH 6.25 FEET OF LOT 39 IN BLOCK 30 IN PAUL F. KNEREL AND COMPANY'S
SUBDIVISION OF BLOCKS 29 AND 30 IN JAMES H. REED'S SUBDIVISION OF THE THIRD PRINCIPAL MERIDIAN,
OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

| 9 | 1 | 2 | 0 | 5 | 6 | 3 | 2 |

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 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.

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

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 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 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 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 Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 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.

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is solely due to Lender's failure to remit a mortgagor insurance premium to the Secretary. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance deems necessary to insure this Security instrument and the Note shall be deemed conclusive proof of such insurability. statement of any authorized agent of the Secretary dated subsequent to 90 days from the date hereof, at its option redouble immediate payment in full of all sums secured by this Security instrument. A written to be eligible for insurance under the National Housing Act within 90 days from the date hereof, Lender may, (e) After paying Note Insurance, Borrower agrees that it this Security instrument is due Note are not determined of the Secretary.

(d) Regularations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender does not require such payments, Lender does not waive its rights which repeat to subsequent events, Lender does not require such payments, Lender does not credit him/her principal residence, or the (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but according with the requirements of the Secretary.

(ii) The Property is not occupied by the owner, but his or her credit has not been approved in purchaser or trustee does so occupy the property, but his or her trustee as his or her principal residence, or the (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

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 31(d) of the Garnet-Greenman Depression 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:

(iii) Borrower defaults by failing, for a period of thirty days, to perform any other obligation contained

(ii) Borrower defaults by failing to pay in full any monthly payment, or prior to or on the due date of the next monthly payment, (i) Borrower defaults by failing to pay in full any monthly payment, or failing to pay in full all sums secured by this Security instrument if:

(iii) Default, except as limited by regulations issued by the Secretary in the case of primary

9. Creditors for Acceleration of Debt.

Borrower, until attorney who then or take notice of the action set forth above within 10 days of the filing of notice, to a debt which may attain priority over this Security instrument, Lender may give Borrower a notice demand to pay in full any monthly payment by the Secretary in the event of the enforcement of the lien, or (e) receives from the holder of the lien in agreement to present the entire amount due by, or defers any payment of the lien in, legal proceedings which in the Lender's opinion good faith the lien by the attorney, or (f) receives from the holder of the lien in a manner acceptable to Lender, (b) contains in writing to the attorney of the obligation incurred by the lien in a manner acceptable to Lender; (ii) agrees in writing to the payment of the principal security instrument unless Borrower; (ii)

and in the option of Lender shall be immediately due and payable. Any amounts deducted by the Secretary from the date of deduction in the Note rule, received by Lender under this paragraph shall bear interest from the date of deduction in the Note rule, in the Property, including payment of taxes, hazard insurance and other items itemized in paragraph 2, unless Lender may do and pay whenever necessary to protect the value of the Property and Lender's rights regardless, Lender's rights in the Property (such as a procedure in bankruptcy), for condemnation or to enforce liens or agreements and agreements contained in this Security instrument, or there is a legal proceeding which in the Lender's opinion covers the same or make these payments or the payments required by paragraph 2, or fails to perform any other payment.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's position in the Property, upon Lender's request, Borrower shall promptly return to Lender receipts evidencing payment.

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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.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Noticees. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of 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 the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower 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, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive 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.

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17. Assumption of Rents. Borrower authorizes Lender's agents to collect the rents and recover all the rents and revenues of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower, 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 only, to be applied to the sums secured by the Security Instrument. (b) Lender shall be entitled to collect and receive all the rents of the Property after Lender's notice of breach to Borrower, unless Lender has not exercised any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising his rights under this paragraph 17.
18. Assignment of Rents. Borrower has not executed any prior assignment of the rents and has not and will not do any of the following:
- (a) all rents received by Borrower shall be held by Borrower as an absolute assignment and not an assignment for additional security only.
 - (b) Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as Lender's agent to collect the rents and demand payment to Lender.
 - (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.
19. Release of Lender. Lender, however, may other right or remedy of Lender. Any breach to Borrower, however, Lender or a judicially appointed receiver may do so at any time there is a breach. Lender shall not cure or waive any default or invalidity of the Property before or after giving notice of breach to Borrower. However, Lender shall terminate when the Property before or after giving notice of breach to Borrower has not cured or waived any default or invalidity of the Property before or after giving notice of breach to Borrower. However, Lender shall not be entitled upon, take control of or maintain the Property before or after giving notice of breach to Borrower, unless Lender provides the sums required to collect the rents and demand payment to Lender.
20. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.
21. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es)).
- Condominium Rider Growing Equity Rider Graduated Payment Rider
- Planned Unit Development Rider Security Instrument Rider
- Other [specify] Adjustable Rate Rider

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22. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es)).

23. 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 recording costs.

24. Paragraph 18 or applicable law.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary retains possession of the premises provided in this paragraph 18, including, but not limited to, reasonable attorney fees and costs of title insurance, the Lender may repossess the property of any rights otherwise available to a Lender under Paragraph 18. Paragraph 18 or applicable law.

25. Precediture Procedure. If Lender requires immediate payment of all 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 fees and costs of title insurance.

26. Precediture Procedure. If Lender requires immediate payment of all 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 fees and costs of title insurance.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary retains possession of the premises provided in this paragraph 18, including, but not limited to, reasonable attorney fees and costs of title insurance, the Lender may repossess the property of any rights otherwise available to a Lender under Paragraph 18. Paragraph 18 or applicable law.

27. Precediture Procedure. If Lender requires immediate payment of all 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 fees and costs of title insurance.

28. Precediture Procedure. If Lender requires immediate payment of all 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 fees and costs of title insurance.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary retains possession of the premises provided in this paragraph 18, including, but not limited to, reasonable attorney fees and costs of title insurance, the Lender may repossess the property of any rights otherwise available to a Lender under Paragraph 18. Paragraph 18 or applicable law.

29. Precediture Procedure. If Lender requires immediate payment of all 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 fees and costs of title insurance.

30. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.

31. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es)).

□ Condominium Rider Growing Equity Rider Graduated Payment Rider

□ Planned Unit Development Rider Security Instrument Rider

□ Other [specify] Adjustable Rate Rider

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

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Loan No: 08646676
Borrower: RODOLFO LOEZA

Date ID: 127

FHA Case No
131-8730616 729

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 30th 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 PRIMERA MORTGAGE COMPANY OF ILLINOIS (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

5031 SOUTH CHRISTIANA
CHICAGO ILLINOIS 60632
[Property Address]

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

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of October, 1997, 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 maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee." Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO and THREE/FOURTHS percentage points (2.750 %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The existing interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate, as stated in Paragraph 2 of the Note.



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BY SIGNING BELOW, BORROWER AGREES AND SUBSCRIBES TO THE TERMS AND CONDITIONS CONTAINED IN THIS ADJUSTABLE RATE RIDER.

The leadunder will give notice of any change in the interest rate and monthly payment amount, if necessary to Barracover or to the beneficiary in the manner set forth above. The notice must be given at least 25 days before the new monthly payment amount is due, and must state the date of the new monthly payment amount, (i) the new monthly payment amount, (ii) the new monthly payment amount, (iii) the old interest rate, (iv) the new interest rate, (v) the new date of the notice, (vi) the current index and the date it was published, (vii) the method of calculating monthly payment amount, and (viii) any other information which may be required by law from time to time.

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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.

Graciela Loenza(Seal)
GRACIELA LOEZA --Borrower

Rodolfo Loenza(Seal)
RODOLFO LOEZA --Borrower

Amalia Hernandez(Seal)
AMALIA HERNANDEZ --Borrower

Roman Hernandez(Seal)
ROMAN HERNANDEZ --Borrower

.....(Seal)
--Borrower

.....(Seal)
--Borrower

.....(Seal)
--Borrower

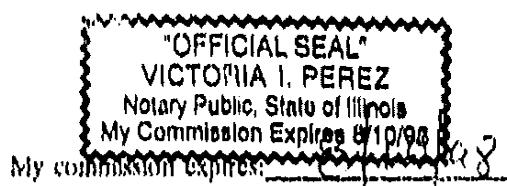
.....(Seal)
--Borrower

[Space Below This Line For Acknowledgment]

State of ILLINOIS
County of COOK

\$
\$

The foregoing instrument was acknowledged before me this 30 day of July, 1997, by
RODOLFO LOEZA AND GRACIELA LOEZA AND ROMAN HERNANDEZ AND AMALIA HERNANDEZ.



VICTORIA I. PEREZ Notary Public
VICTORIA I. PEREZ
(Printed Name)

SEARCHED
INDEXED
SERIALIZED
FILED