

# UNOFFICIAL COPY

97702335

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Document ID: 001 1997-09-23 13:38:37  
Cook County Recorder 3.51

RECORD AND RETURN TO:  
PREFERRED MORTGAGE ASSOCIATES, LTD.  
3030 FINLEY ROAD, SUITE 104  
DOWNERS GROVE, ILLINOIS 60515

PREPARED BY:  
H.A. DAVIS  
DOWNERS GROVE, IL 60515



(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 15**  
The mortgagor is **DAVID A. SWANSON AND LORI ANNE SWANSON,**  
**HUSBAND AND WIFE**

This Security Instrument is given to  
**PREFERRED MORTGAGE ASSOCIATES, LTD.**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose  
address is

**3030 FINLEY ROAD, SUITE 104, DOWNERS GROVE, ILLINOIS 60515** ("Lender").  
Borrower owes Lender the principal sum of **ONE HUNDRED SIXTY-FIVE THOUSAND AND 00/100**

Dollars

(U.S. \$ **165,000.00**). This debt is evidenced by Borrower's note dated the same date as this  
Security Instrument ("Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable  
on **OCTOBER 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:  
**LOT 485 IN WESTRIDGE OF BARTLETT UNIT 5, BEING A SUBDIVISION OF PART  
OF THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 9 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED  
SEPTEMBER 23, 1994 AS DOCUMENT #4831197, IN COOK COUNTY, ILLINOIS.**

97-12765

**06-31-404-002**  
which has the address of

**1960 BUTLER**

Street

**Illinois 60103**  
City, State

("Property Address");

**BARTLETT**  
Town

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, 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."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**ILLINOIS -Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**  
Form 3014 3/90 Amended 5/91

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Borrower shall promptly discontinue any loan which has priority over this Security instrument unless otherwise provided in the payment of the obligation secured by the loan in a manner acceptable to Lender; (b) contributes in good faith the loan amount to the payment of the obligation secured by the loan in a manner acceptable to Lender; (c) agrees in this Security instrument to pay the Lender's reasonable attorney's fees and costs of collection, if Borrower fails to maintain or combine as one, Lender may, at Lender's option, for which Lender reserves its remedies. This instrument shall be maintained in the amounts and for the periods the Lender requires. The instrument carries providing the instrument shall be chosen by Borrower subject to Lender's approval by Lender's signature.

and 2 shall be applied; first, to any prepayment charges due under the Note, second, to amounts payable under paragraphs 1 and 2 of this note, to interest due, fourth, to principal due; and last, to any late charges due under the Note.

Group payments in this or any other series separate of this security instrument, Lender shall promptly demand to Borrower any funds held by Lender, [if] under paragraph 21, Lender shall acquire or sell [a] property, Lender, prior to the acquisition or sale of the property, shall apply any funds held by Lender as the sum of acquisitions or sale as a credit against the sums secured by the Security Instrument.

If the Funds held by Lender exceed the amounts provided to be held by applicable law, Lender shall excess, so Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender exceeds, so Borrower for the excess Funds held by Lender to pay interest, as Lender's sole discretion.

The Funds shall be used in the manner and to the extent and upon such terms and conditions as the Board may determine, if Leader is not a Federal Home Loan Bank. Leader shall apply to the Funds to pay the Federal Home Loan Bank for holding and applying the Funds, mainly utilizing the excess second, or carrying the Excess items, unless Leader pays Bottower interest on the Funds and applicable law permits Leader to make such a charge. However, Leader may require Bottowers to pay a one-time charge for an independent real estate appraiser used by Leader in connection with this loan, unless applicable law provides otherwise. Leader is entitled to make of application fees levied by Bottower to the Funds in writing, however, that interest shall be paid on the Funds. Leader shall give to Bottower, without charge, an annual account of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are held for all sums secured by this Security instrument.

Lines of defense in accordance with applicable law.

2. Payments for services and supplies to employees are due under the Note, until the Note is paid in full, a sum ("Funds") equal to the daily monthly payments due under the Note, plus a written waiver by Lender, Borrower shall pay to Lender  
any amounts which may accrue over this Security instrument as a fee on the Property; (b) yearly standard premiums or  
ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if  
any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the  
provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Fees and  
Lender may, at any time, collect and hold Funds, to an amount not to exceed the lesser amount Lender  
deemed necessary for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of  
1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless modified by law that applies to the Funds and  
lessor amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender  
may estimate it, based on the basis of current debt and reasonable estimates of unpaid installments of future Escrow

1. *Principles of Principled and Unprincipled Programming and Late Changes*. Software shall promptly pay whom due the principal and interest accrued on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**THIS SECURITY INSTRUMENT** constitutes uniform controls for the real and personal property described by just describe to constitute a uniform security instrument covering real property.

option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 1. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. 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 and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gives 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 all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the 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, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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OPY 03702335

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2015 JAN 21 LOC 1440-3

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AN INTRODUCTION TO THE STUDY OF LITERATURE • APRIL 2013

If [Leader] exercises this option, [Leader] shall give Borrower notice of acceleration. The notice shall provide a period of one

17. **Transfer of the Property or a Deed**—In case of a Deed, the transfer of the Property or a Deed is to be registered in the name of the Proprietor. If all or any part of the Properties or a Deed is transferred to a Borrower, it will be registered in the name of the Borrower.

Borrowers shall be given one copy of the Note and of this Security Instrument.

15. GOVERNMENT OF CANADA, SECURITY INSURANCE. This Security Insurance shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of clause of this Security Insurance or the Note which can be given under applicable law, such conflict shall not affect other provisions of this Security Insurance or the Note as described to be without the conflicting provision. To this end the provisions of this Security Insurance and the Note as described to be without the conflicting provision.

Investigations shall be demanded to have been given to Bottlemen or Landers when given as provided in this paragraph.

1. All addresses. Any notice to Boltorwurk provided for in this Security Instrument shall be given by first class mail unless otherwise specified in the notice. A copy of the notice shall be given by telephone or by facsimile to Boltorwurk or by other address listed or my other addresses listed or by notices to Boltorwurk. Any notices given by facsimile to Boltorwurk shall be given by first class mail to Boltorwurk's address as set forth above.

Prepared exclusively for [Dimitris Kotsopoulos](#) ([dimitris.kotsopoulos@hua.edu.cn](#))

**13. Loan Changes.** If the loan secured by this Security Instrument is subject to a law which sets minimum loans charges, and due law is finally interpreted so that the interest or other loans charges, intended or to be collected in connection with the loan, exceeds the permitted limit, then: (a) any such loan charge shall be reduced to the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed the permitted limit will be refunded to Borrower. Lenders may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a legal notice required by reducing the principal owed under the Note or by making a direct payment to Borrower, Lenders may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

communications will regard to the terms of this Security Instrument as the Note without the Borrower's consent.

12. Successors and Assignees Board; Joint and Several Liability; Co-signers. The successors and grantees of this Society shall hold and be held by the successors of Lenders and Borrower, subject to the provisions of paragraph 17.

II. Rotowers Not a Party. Participants Not a Party. Participants Not a Party. Participants Not a Party.

On the other hand, our results also indicate significant differences between the two groups of species in terms of the degree of specialization.

In the event of a loss arising to the Property, the proceeds shall be applied to the sum recovered by the Security before the value of the Property immediately before the building is equal to or greater than the amount of the sum recovered by the Security after the date, with any excess paid to Borrower. In this event of a partial taking of the Property in which the Building is affected, unless Borrower and Lender agree to the extent of the amount recovered by the Security before the value of the Property immediately before the building is equal to or greater than the amount of the sum recovered by the Security after the date, with any excess paid to Borrower. In this event of a partial taking of the Property in which the Building is not affected, unless Borrower and Lender agree to the extent of the amount recovered by the Security before the value of the Property immediately before the building is less than the amount of the sum recovered by the Security after the date.

The process of any kind of damage, direct or indirect, is governed by the following rule:

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less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. 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 Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "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 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

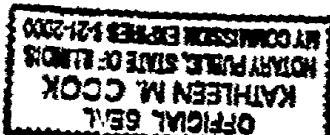
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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KATHLEEN M COOK

SCHILLER PARK, ILLINOIS  
MAYOR OF THE CITY OF CHICAGO

Page 6 of 6

Form 2014-9-20  
ILLINOIS - Single Family - Fannie Mae Federal Home Loan Instrument  
RECEIVED - 10/17/2018

NOTARY PUBLIC

My Commission expires

Given under my hand and official seal, this 15TH day of SEPTEMBER

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that NELLY PERSONALLY known to me to be the same as (or(e)) whose name(s) appears and delivered the said instrument as ABBE

do hereby certify that DAVID A. SWANSON AND LORE ANN SWANSON,

1. THE SIGNATORIES  
do hereby certify that DAVID A. SWANSON AND LORE ANN SWANSON,  
• Notary Public to and for said county and state.

STATE OF ILLINOIS, COOK

County of

(Please Print Below This Line For Address/Description)

(Seal)

(Seal)

(Seal)

(Seal)

LORE ANN SWANSON

DAVID A. SWANSON

WITNESSED:

BY SIGNING BELOW, Borrower agrees to the terms and conditions contained in this Security Instrument and to my title(s) recorded by Borrower and recorded with it.

Other(s) (specify)

V.A. Rider

Balloon Rider

Rate Improvement Rider

Planned Unit Development Rider

Borrower Payment Rider

Graduated Payment Rider

1st Family Rider

Adjustable Rate Rider

Conditional Rider

1st Family Rider

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