RECORD AND RETURN TO: SMART MIRTGAGE ACCESS 2835 STERLING AVENUE-SUITE 230 PALATINE, ILLINDIS 60067

97704608

Prepared by: WENDY S. ORT

ENJ 61 82 #

PALATINE, IL 60067

DEPT-01 RECORDING

\$43.00

43.00

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\$2852 \$ CG *-97-704608

COOK COUNTY RECORDER

PURCHASE MONEY

MORTGAGE

FHA Case No.

131:8829339-731

6455534

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 16, 1997

The Mortgagor is

State of Illinois

OFELIA T. RARANG, SINGLE WOMAN

("Borrower"). This Security Instrument is given to SMART MORTGAGE ACCESS

County Clark's which is organized and existing under the laws of THE STATE OF ILLINOIS

835 STERLING AVENUE-SUITE 230

PALATINE, ILLINOIS 60067 ("Lender"). Borrower owes Lender the principal sum of

NINETY TWO THOUSAND FIVE HUNDRED

AND 00/100

whose address is

Dollars (U.S. \$

92,500.00

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

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the 2027

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

FHA Illinois Mortgage - 4/96

VMP MORTGAGE FORMS 1800/521 7290

DPS 1609

BOX 333-CTI

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D52 1910

amounts due for the mortgage insurance premium. disbursements or disbursements before the Borrower's payments are available in the account may not be based on amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500; as they may be maximum amount that may be required for Bostower's escrow account under the Real Earliement Procedures

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the

items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds." in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, shall also include either: (i) a sum for the amual mortgage insurance premium to be paid by Lender to the Secretary, which such premium would have been required if Lender still held the Security Lendent, each remittly payment monteage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a special assessments levied or to be levied against the Property, (b) leasehold payments on to be levied against the Property,

payment, together with the principal and interest as set forth in the Note and any late theres, a sum for (a) taxes and 2. Monthly Payment of Taxes, Insurance and Other Charges. Borrow shall include in each monthly

interest on, the debt evidenced by the Note and late charges due under the Note.

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

UNIFORM COVENAUS.

Borrower and Lender covenant and agree as follows:

with limited variations by jurisdiction to constitute a uniform a sortity instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants

encumbrances of record.

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

covered by this Security Instrument. All at the foregoing is referred to in this Security Instrument as the "Property." appurtenances and fixtures now or necreatier a part of the property. All replacements and additions shall also be

TOCETHER WITH all the Improvements now or hereafter erected on the property, and all easements,

[Z4 Code] ("Property Address"); dionill 95009 (Street, City), which has the address of 17 758 WEST DEMPSTER-UNIT DG4, MT. PROSPECT

Parcel ID #:

88TT-170-20E-1T-80

DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NUMBER 04007694.

PARCEL (3) EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN

INJEKEZI IN THE COMION ELEMENTS.

MEMBER OFFOOTOS AND AS ANGIDED TOGETHER WITH ITS UNDIVIDED PERCENTAGE CHARGEL VA. TO THE DECLARATION OF CONDOMINUM RECORDED AS DOCUMENT

NEWIDIAN, IN COOK COLNITY, ILLINDIS. WHICH SURVEY IS ATTACHED AS

AND 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL

PART OF THE SOUTH 20 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEST 1/4 OF

ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

UNIT 768-4 IN THE CONDOMINIUMS OF BIRCH MANDR AS DELINEATED PARCEL 1:

County, Illinois: does hereby mortgage, grant and convey to the Lender the following described property located in of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower

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 rotaired;

Third, to interest due to be 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, arguinst 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 mowals 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 coder 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 of such payments. Any excess insurance proceeds over an amount of such payments. indebtedness under the Note and this Security Instrument shall be paid to the entity legelry antitled 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 Law 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

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in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument approval of the Secretary, require immediate payment in full of all sums secured 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
- defaults, require immediate payment in full of all sums secured by this Security Instrument if:

 (i) Borrower defaults by failing to pay in full any monthly payment required by this Serving Instrument
- (a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment

9. Grounds for Acceleration of Debt.

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

above within 10 days of the giving of notice.

(a) sgrees in writing to the payment of the obligation secured by the lien in, legal proceedings which in the contests in good faith the lien by, or defends against enforcement of the lien; of (c) secures from the bolder of the lien an agreement satisfactory to Leuder subordinating the lien to this Security Instrument, includer determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give

rate, and at the option of Lender, shall be immediately die and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

Any amounts disbursed by Lender under this pragraph shall become an additional debt of Borrower and be secured by this Security instrument. These amounts shall best interest from the date of disbursement, at the Note

covenants and agreements contained a this Security Instrument, or there is a legal proceeding that may eignificantly affect Lender's rights in the Property (such (3 a proceeding in bankruptey, for condemnation of to enforce laws of regulations), then Lender may do and pay what were is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, becard insurance and other items mentioned in paragraph 2.

evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other.

governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time cirertly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Frontier, upon Lender's request Borrower shall promptly furnish to Lender receipts

Security Instruction at shall be paid to the entity legally entitled thereto.

7. Charges o Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all pay and processing the property of protections and protections that are not included in parasisable. Borrower shall pay all pays are not included in parasisable.

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 indebteduces that remains unpaid 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 principal shall not extend or paragraph 3, and then to the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any explication of the principal shall not extend or payments. Any experient to an amount required to pay all outstanding indebtedness under the Note and this farming largest and the process proceeds over an amount required to pay all outstanding indebtedness under the Note and this farming largest and the process proceeds over an amount required to pay all outstanding indebtedness under the Note and this farming largest largest and this process over an amount required to pay all outstanding indebtedness under the Note and this farming largest larges

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 least-hold, Borrower shall comply with the provisions of the lesse. If Borrower acquires fee title to the Property, the least-hold, Borrower shall comply with the provisions of the lesse. If Borrower acquires fee title to the Property, the least-hold and fee title shall not be merged unless Lender agrees to the merger in writing.

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- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (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 in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Mortage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement, of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwith standing 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 2 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 gress and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure or 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.
- 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 Portover 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.

DPS 1613



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

prevent Lender from exercising its rights under this paragraph 17.

horrower has not executed any prior assignment of the rems and has not and will not perform any act that would

due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant. emitted to collect and receive all of the rents of the Property; and (c) each tenant of the Property all rents trustee for benefit of Lender only, to be applied to the sums secured by the Security Instructed it. (b) Lender shall be If Lender gives notice of breach to Borrower: (a) all rems received by Borrower stall oe held by Borrower as

rems constitutes an absolute assignment and not an assignment for additional security (all). receive all rems and revenues of the Propeny as trustee for the benefit of Lender, and Borrower. This assignment of Borrower of Borrower's breach of any covenant or agreement in the Security Institutent, Borrower shall collect and each tenant of the Property to pay the rents to Lender's agents. However, prior to Lender's notice to of the Property. Borrower authorizes Lender or Lender's agents to collect the remis and hereby directs

17. Assignment of Rems. Borrower unconditionally assigns and remsfers to Lender all the rents and revenues NON-UNIFORM COVENANTS. Borrower and Lender further covered and agree as follows:

jurisdiction where the Property is located that relate to health, safety or environmental protection. and radioactive materials. As used in this paragraph, 16. "Environmental Law" means federal laws and laws of the petroleum products, toxic perticides and herbicides, vois ile solvents, materials containing asbestos or formaldehyde, substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic As used in this paragraph 16. "Hazardors Substances" are those substances defined as toxic or hazardous

necessary, Borrower shall promptly take all oxcessary remedial actions in accordance with Environmental Law. or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is Environmental Law of which Bot row t has actual knowledge. If Borrower learns, or is notified by any governmental by any governmental or regulator, y exency or private party involving the Property and any Hazardone Substance or

Borrower shall prompsive ender written notice of any investigation, claim, demand, lawsnit or other action

recognised to be appropriate to normal residential uses and to maintenance of the Property. the presence, use, or giorage on the Property of small quantities of Hazardous Substances that are generally effecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to of any Hazardrus Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything 16. R. ex. doms Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release

Secondar's Copy. Borrower shall be given one conformed copy of the Note and of this Security

instrument and the Note are decisized to be severable. the Note which can be given effect without the conflicting provision. To this end the provisions of this Security or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument

14. Coverning Law; Severability. This Security Instrument thall be governed by Federal law and the law of

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

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 emitted to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) 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.

- 19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 20. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

2	21. Riders to	this Securit	y Zastrument.	If one or r	nore riders	are exect	ited by Bort	ower and n	ecorded tog	gether
with t	his Security	Instrument.	the covenants	of each s	uch rider	shall be i	ncorporated	into and s	hall amend	d and
			igreements of	his Securit	y Instrume	ent as if the	he rider(s) v	vere a part	of this Sec	curity
Instru	ment. Check	applicable b	ox(es)]	\circ				_		
i X	Condomini	um Rider	į (Cirowin	Fanity R	ider	X	Other Isn	ecify)	

Condominium Rider
Planned Unit Development Rider
Graduated Payment Rider
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1861 Je Jest 1967 1969 194	
smally known to me to be the same person(s) whose name(s) this day in person, and cionawledged that free and voluntary act, to to uses and purposes interein	in bedribed to the foregoing instrument, appeared before my
Ox	
Coop	
4	OFFLIA T. RARANG, SINGLE WOMAN
County ses: County ses tests do hereby certify by Public in and for said county and state do hereby certify	STATE OF ILLINOIS, - 121/12 I. B. MOUS 121/12 I. B. MOUS.
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OHELIA T. RARANG BOTTOMET	
(ISS)	116
	Witnesses:
es to the terms contained in this Security Instrument and in	BY SIGNING BELOW, Borrower accepts and agre- any rider(s) executed by Borrower and recorded with it.

FHA Case No.

131:8829339-731

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 16TH day of SEPTEMBER, 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 to

SMART MORTGAGE ACCESS

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

758 WEST DEMOSTER-UNIT DG4, MT. PROSPECT, ILLINOIS 60056

The Property Address includer a unit in, together with an undivided interest in the common elements of, a condominum project known is:

CONDOMINIUMS OF BIRCH MANOR

lame of Condeminium Project

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in "Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the prodominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the and "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Leader waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Dorrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage of the Property is deemed satisfied to the extent that the required coverage is provided by the Owner's Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurar a coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance profests in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.

FliA Multistate Condominium Rider - 2/91

DPS 1489

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Page 1 of 2 VMP MORTGAGE FORMS - (313)283-8100 - (800)621-7291

C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.

Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW. Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

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FHA Case No.

131:8829339-731

ADJUSTABLE RATE RIDER

THIS ADJUSTA	BLE RATE RI	DER is made this	16TH	day of
SEPTEMBER	. 1997	, and is incorporated into	and shall be deemed to ame	and energlement
the Mortgage, Deed of	Trust or Securi	ty Deed ("Security Instrume	mi") of the same date given	by the undersioned
DOLLOWEL 1 TO SECRE	c Rollower's M	ote ("Note") to	3. 4.	a) me meessibited
SMART MORTGAG	E ACCESS	•		

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

758 WEST CEMPSTER-UNIT DG4, MT. PROSPECT, ILLINOIS 60056

[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 JANU/1R? 1 . 1999 . 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 majuring of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index Tigure 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 point(s) (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 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.

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FHA Multistate ARM Rider - 2/91

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable . slean si annon tot basmab san

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and (viii) any other information which may be required by law from time to time. Spins and the control of the control With the most of the Change Date, (iii) the change is the method of the most of the most of the most of the change ath (i) third is sum but such in income insured platinous was and stoled sych & issue and such analysis of such and such and such and such and such and such and amount manyer vidimum has sur research aid in significant for some of source of so the any mouthly payment of principal and interest.

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