

# UNOFFICIAL COPY

97836066 Page 1 of 14  
File 060 14 001 1997-11-07 10:12:13  
Cook County Recorder 47,50

## AFTER RECORDING MAIL TO:

Old Kent Mortgage Company  
Secondary Marketing Operations  
Final Documentation  
P O Box 204  
Grand Rapids, MI 49501-0204

G I T  
(4/22/2333(3/4)

Prepared by:  
GINGER R BELLON

Document Preparer Company Name  
Document Preparer Company Street Address  
Document Preparer Company City, State, and Zip

State of Illinois

LOAN NO. 0950419

MORTGAGE

FHA Case No

131-8893859/731

THIS MORTGAGE ("Security Instrument") is given on October 17, 1997  
The Mortgagor is ANDRES GOMEZ, A SINGLE MALE and JAIRO GOMEZ, A SINGLE MALE

("Borrower"). This Security Instrument is given to  
COVENANT MORTGAGE CORPORATION

organized and existing under the laws of THE UNITED STATES OF AMERICA , and  
whose address is 1156 W. SHURE DR STE 150, ARLINGTON HEIGHTS, IL 60004

("Lender"). Borrower owes Lender the principal sum of  
One Hundred Three Thousand Four Hundred Dollars and Zero Cents

Dollars (U.S. \$ 103,400.00 ).

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 November 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

# UNOFFICIAL COPY

9909CE8A6

161  
162

Page 2 of 6

ELF-IR(W) 900

FHA Case No. 131-8893859/731

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest set forth in the Note and any late charge, a sum equal to the amount of ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which such premium would have been required if Lefan Development (Secretary), or in any year in which such premium would have been required if Lefan Development (Secretary), and (ii) a sum of the amount payable by Lender to the Secretary, or (iii) a monthly charge imposed by the Secretary, in a reasonable amount; to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds".

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

## UNIFORM COVENANTS.

Borrower and Lender covenant and agree as follows:

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property as set forth in this Security instrument as a continuation of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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".

ILLINOIS 60193 Zip Code ("Post Office Address"):

SCHAUMBURG Street City).

which has the address of 830 KNOTTINGHAM DR. 2A.

SEE ATTACHED LEGAL HERETO AND MADE A PART THEREOF. P. I. N. # 07-35-200-016-1014

County, Illinois:

Under the following described property located in Lender the Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the instrument and the Note. Security instruments under this Security

LOAN NO. 0950419

# UNOFFICIAL COPY

LOAN NO. 0950419

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

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time is 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.

# UNOFFICIAL COPY

Page 4 of 4

99093825

FRA Case No. 131-8893859/731  
ELF-IR(L) (000)

15  
AG

the Lender or take one or more of the actions set forth above within 10 days of the giving of notice.

over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy instruments. If Lender determines that any part of the Property is subject to a lien which may attach priority from the holder of the lien an agreeement satisfactory to Lender subordinating the lien to this Security proceedings which in good faith the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures to Lender; (b) contains in good faith the lien by, or defers againts enforcement of the lien in, legal Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable Borrower shall promptly discharge any lien which has priority over this Security Instrument unless disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of issuance and other items mentioned in paragraph 2.

proceeds the value of the Property and Lender's rights in the Property, including payment of taxes, hazard condementation or to enforce laws or regulations), then Lender may do and pay what ever is necessary to that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding if Borrower fails to make these payments required by paragraph 2, or fails to perform Lender recieps evidence these payments.

adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would govenment of municipal charges, fines and impositions that are not included in paragraph 2. Borrower 7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all

Instrument shall be paid to the entity legally entitled thereto.

proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security proceeds to the principal that is excused or postponed due date of the monthly application of amounts applied in the order provided in paragraph 3, and then to preparation of principal. Any delinquent amounts applied in the reduction of the indebtedness, under the Note and this Security Instrument, first to any proceeds to the reduction of the indebtedness, under the Note and this Security Instrument, first to any indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such of condementation, are hereby assiged and shall be paid to Lender to the extent of the full amount of the contribution with any undemurcation of other taking of any part of the Property, or for convenience in place 6. Condemnation. The trustee of any damages, direct or consequential, in

Borrower shall comply with the provisions of the lease. If Borrower acquires less title to the Property, the leasehold and fee title shall be merged unless Lender agrees to the merger in writing.

Borrower's occupancy of the Property as principal residence. If this Security Instrument is on a leasehold, Borrower will use the Note, including, but not limited to, representations concerning imaculate title, condition or loan application process, gave material notice or Borower, shall be in default if Borrower, during the loan application process, damage or substantially change the Property or allow the Property to deteriorate, reasonable waste or default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property.

Borrower shall notify Lender of any extraordinary circumstances exist which are beyond Borrower's control, Borrower shall or unless Lender may inspect the Property if the loan is in and rear excepted. Lender may inspect the Property if it is vacant or abandoned or the loan is in damage or substantially change the Property or allow the Property to deteriorate, reasonable waste destroy, Borrower shall notify Lender of any extraordinary circumstances exist which are beyond Borrower's control, at least one year after the date of occupancy, unless Lender determines that reoccupation will cause undue or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale Application: Lender 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 reoccupation will cause undue

LOAN NO. 0950419

LOAN NO. 0950419

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

**9. Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

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

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or 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 Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary 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 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

FHA Case No. 131-8893859/731

ELF-4R(IL) rev.

Page 5 of 1

AG  
TGS

JG  
A6

Page 6 of 6

ELF-ARILL (Rev) FHA Case No. 131-8893859/731

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or flammable or toxic precursor products, toxic pesticides and herbicides, volatile solvents, materials hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or remedial actions in accordance with Environmental Law.

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

Substances that are generally recognized to be appropriate to normal remediation uses and to minimize or release of any Hazardous Substances on or in the Property. Borrower shall not do, anything affecting the Property that is in violation of any Environmental Law. The proceeding (to do, anything affecting the Property that is in violation of any Environmental Law) or release of any Hazardous Substances shall not affect other provisions of this Security instrument or the Note and the Note and of this Security instrument.

15. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security instrument or the provisions of this Security instrument and the Note are referred to be severable.

of this Security instrument or the Note controls with respect to the Note without the conflicting provision. To this Secuity instrument in which the Property is located in the event that any provision of this Security instrument or the jurisdiction in which the Property is located under designates by notice by Lender to Borrower. Any notice provided for in this Security instrument shall be given as provided herein or any Lender. Lender shall be directed to the Property Address of any other address Borrower designates by notice to be delivered to Borrower or by mailing it by air; class mail unless applicable law requires use of another method. The delivery of notices. Any notice to Borrower provided for in this Security instrument shall be given by be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

or the Note without Lender's consent. Lender may add any accommodation with regard to the terms of this Security instrument created, modify, however, to make any accommodation with regard to the terms of this Security instrument created by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to pay the sums property under the terms of this Security instrument; (d) is not personally obligated to pay the sums co-signing this Security instrument only to Borrower, grants and conveys that Borrower's interest in the and several. Any Borrower who co-signs this Security instrument but does not execute the Note: (a) is Borrower; (b) subject to the provisions of paragraph 9(b); Borrower's covenants and agreements shall be joint and several. Successors and assigns bound and benefit the successors and assigns of Lender and Borrower's successors in interest to the extent for payment of otherwise made by the original Borrower's secured by this Security instrument by reason of any demand or otherwise made by the original Borrower or Borrower's successor in interest to extend time for payment of otherwise made by the original Borrower or Borrower's successor in interest to exercise the exercise of any right or remedy.

Borrower's successor in interest, Lender shall not be required to commence proceedings against any successor in interest to the exercise of any right or remedy.

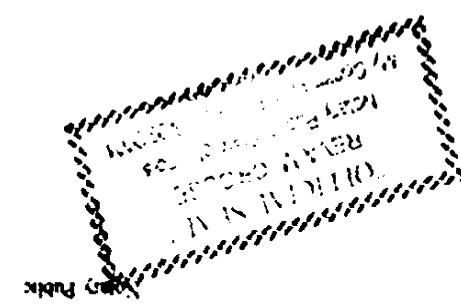
LOAN NO. 0950419

# UNOFFICIAL COPY

99909387

Page 2 of 2

ELF-APPALI 0000  
131-8893859/731  
FIAA Case No.



Public

My Commission Expires: 3/1/14

Given under my hand and affidavit seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Instrument as Thirir free and voluntary act, for the uses and purposes herein set forth,  
appeared before me this day in person, and acknowledged that the named and delivered to me said  
personally known to me to be the same persons whose name(s) subscribed to the foregoing instrument,

ANDRES GOMEZ and JAIRO GOMEZ /by/ Andres Gomez his attorney in fact  
I, ANDREW M. KOSTER, Notary Public in and for said county and state do hereby certify that

County ss:

STATE OF ILLINOIS.

Borrower  
(Seal)

Witnesses:  
and in any number(s) executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument

LOAN NO. 0950419

LOAN NO. 0950419

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

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

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

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

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

**18. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable 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.

**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 and agreements 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

Other [specify]

ARM RIDER

Planned Unit Development Rider

Graduated Payment Rider

UNOFFICIAL COPY 97836066

Property of Cook County Clerk's Office

UNIT 2A IN BUILDING NUMBER 3 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST  
IN THE COMMON ELEMENTS IN KINGSPORT ESTATES CONDOMINIUM AS DELINEATED AND  
DEFINED IN THE DECLARATION FILED AS DOCUMENT NO. LR 3094348, AS AMENDED, IN THE  
NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FHA Case No.  
131-8893859/731

### ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 17th day of October 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 COVENANT MORTGAGE CORPORATION

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

830 KNOTTINGLY DR. 2A, SCHAUMBURG, IL 60193

(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 January 1993, 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.

# UNOFFICIAL COPY

99093876

4 of 11 Page

J4  
A6

(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 / Quarters percentage point(s) ( 2.7500 % ) 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) Limit's a Interest Rate Changes  
The existing interest rate will never increase or decrease by more than five percentage points (5.0%) on any single Change Date. The interest rate will never be more than five percentage points (1.0%) higher or lower than the initial interest rate, as stated in Paragraph 2 of the Note.

(E) Calculation of Pre/mar. Changes  
If the interest rate change on a Change Date, Lender will calculate the amount of monthly payment of principal. The result of this calculation will be the amounts of the new monthly payment of principal and interest.  
Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment is due.  
(F) Notice of Changes  
and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, and (iv) the new interest rate calculated in accordance with paragraphs (C) and (F) of this Rider will begin taking effect on the first payment date occurring less than 25 days after Lender has given the required notice.  
A new interest rate calculated in accordance with paragraphs (C) and (F) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date occurring at least 25 days after Lender has given the notice of changes required by Paragraph (F) of this Rider.  
Borrower shall have no obligation to pay any increase in the monthly payment calculated in accordance with Paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with Paragraph (E) of this Rider exceeds the monthly payment amount of the decrease in the monthly payment less than 25 days after Lender has given the required notice, then Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment due which should have been stated in a timely notice.  
Borrower has the option to either (i) demand the return to Borrower of any excess payment made as payment of principal. Lender's obligation to return any excess payment with interest on timely notice, or (ii) reduce the interest rate which interest thereon at the Note rate, be increased wherein a the Note rate (a rate equal to the interest rate which should have been stated in a timely notice to Lender) to the option to either (i) demand the return to Borrower of any excess payment made as payment of principal, or (ii) reduce the interest rate which should have been stated in a timely notice.  
made.

EL-591 (960)

UNOFFICIAL COPY 07836066 Page 12 of 14

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

(Seal) *Andres Gomez* (Seal)  
-Borrower ANDRES GOMEZ -Borrower

(Seal) *Jairo Gomez* (Seal)  
-Borrower JAIRO GOMEZ -Borrower  
in Tampa

(Seal) (Seal)  
-Borrower -Borrower

(Seal) (Seal)  
-Borrower -Borrower

FHA Case No.  
131-8893859/731

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 17th day of October, 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 COVENANT MORTGAGE CORPORATION

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

830 KNOTTINGHAM DR. 2A, SCHAUMBURG, IL 60193

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a  
condominium project known as: KINGSPORT ESTATES CONDOMINIUM

[Name of Condominium 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 the 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 agree 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 condominium 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 term "extended coverage," and loss by flood, to the extent required by the  
Secretary, then: (i) Lender 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) Borrower's obligation under Paragraph 4 of this Security  
Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the  
extent that the required coverage is provided by the Owners Association policy. Borrower  
shall give Lender prompt notice of any lapse in required hazard insurance coverage and of  
any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds  
in lieu of restoration or repair following a loss to the Property, whether to the condominium

ELP-9861900

Borrower _____ <i>(Seal)</i>	Borrower _____ <i>(Seal)</i>
Borrower _____ <i>(Seal)</i>	Borrower _____ <i>(Seal)</i>
Borrower _____ <i>(Seal)</i>	Borrower _____ <i>(Seal)</i>
ANDRES GOMEZ _____ <i>(Seal)</i>	JAIRO GOMEZ _____ <i>(Seal)</i>

Condominium Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this request for payment.

the Note rate and shall be payable, with interest, upon notice from Lender to Borrower at the time of payment, these amounts shall bear interest from the date of disbursement to date of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to pay them. Any amounts disbursed by Lender under this Paragraph C shall become additional instruments creating and governing the Condominium Project.

C. If Borrower does not pay Condominium dues and assessments which may be paid to Lender for application to the sums secured by this Security Instrument, with shall be paid to Lender to the extent legally entitled thereto.

B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments created and governing the Condominium Project.