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DEPT-01 RECORDING

\$43.50

Prepared by:

CARL I. BROWN

1100 W. 31st ST.

DOWNERS GROVE IL., 60515

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COOK COUNTY RECORDER

0007332778

State of Illinois

**MORTGAGE** 

FHA Case No.

131:8548069

THIS MORTGAGE ("Security Instrument") is given on December 23, 1996

The Mortgagor is

KLLIE A. MOSS &

CAROL E. MOSS

Husband and wife

("Borrower"). This Security Instrument is given to AMARIS MORTGAGE COMPANY

County Clark's which is organized and existing under the laws of THE STATE OF whose address is 11712 South Mestern avenue, Chicago, IL 60643

("Lender"). Borrower owes Lender its principal sum of ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED FIFTY FIVE & 00/100

Dollars (U.S. \$

113,655.00

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 JANUARY

. 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

FHA Minois Mortgage - 4/96

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VMP MORTGAGE FORMS - (800/621/7291

Page 1 of \$

Chin



and

Sign Francisco

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

LOT 31 AND THE WEST 11 FERT OF LOT 32 IN BLOCK 12 IN PRICE'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 25 THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 WORTH, RANGE 13, EAST OF THE THIRD PRINICIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

19 26 312 048 VOL. 405 which has the address of 3722 MEST 76TH STREET, CHICAGO 6/1652 [Zip Code] ("Property Address"); Illinois

(Street, City).

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, gram and convey the Property and that in 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.

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

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

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall i schide in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sin for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground ren's on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pary 2 mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" \*\* the sums paid to Lender are called "Escrow Funds."

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 100 of 1974, 12 U.S.C. Section 260: et seq. and implementing regulations, 24 CFR Part 3500, as they may be amend from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unamicipated disbursement or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

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### **UNOFFICIAL COPY**

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 tokes, special assessments, leasehold payments or ground rems, and fire, flood and other hazard insurance premiums, 23 required;

Third, to interest due toder the Note:

Fourth, to amortization of or principal of the Note; and

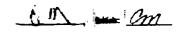
Fifth, to late charges due unier the Note.

4. Fire, Flood and Other Hauarr Justicance. 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 sontly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of dr. 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 outside 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 years to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.





Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

- 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the mountly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entities, thereto.
- 7. Charges to Bor over and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

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

Any amounts disbursed by Lender under this partigraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall be in interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines for any part of the Property is subject to a lien which may amain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

- 8. Fees. Lender may collect fees and 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:

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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 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

(e) Mortgo ge 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 2.19 inthorized 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 we conder'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 one under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To rein tate the Security Instrument, Bostower shall tender in a hump sum all amounts required to bring Borrower's account corrent including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary anomeys' 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 Legace 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 Inshumer.

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 tratifinent by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The corena is and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Eugewer, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security I is noment 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.



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. Relevie. 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 Ham stead. Borrower waives all right of homestead exemption in the Property.

ms of each such rider shall be in	need by Borrower and recorded together accorporated into and shall amend and the rider(s) were a part of this Security
Growing Equity Rider G a/wated Payment Rider	Other [specify] ADJUSTABLE RATE RIDER NON-OWNER OCCUPANCY RIDER
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	nts of each such rider shall be in of this Security Instrument as if the Growing Equity Rider

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Page 7 of 2

Witnesses:	_	
<u> </u>	ELLE A. MOSS	(Scal)
	MILIE A. MOSS	-Borrower
	Charle C Man	
	CAROL E. MOSS	(Seal)
		20.1044
(Seal)		(Seal)
-Borrower		-Воложет
(Scal)		
-Borrower		(Seal)
(Scal)		(Scal)
-B( no ver		-Bostower
*** **** *****************************	Cook County ss: Notary Public in and for said county and state do shand and. Wife	hereby certify
I. THE UNDERSIGNED	Notary explic in and for said county and state do shand and Wife	hereby certify
I. THE UNDERSIGNED	Notary explic in and for said county and state do shand and. Wife	utose name(s)
in the undersigned that while a moss e carol with moss thus the foregoing insurance, appeared before me	Notary Public in and for said county and state do shand and Wife  resonally known to me to be the same person(s) we this day in person, and acknowledged that This	vhose name(s)
that WILLIE A. MOSS & CAROL R. MOSS Huss subscribed to the foregoing instrument, appeared before me signed and delivered the said instrument as THEIR set forth.	Notary explic in and for said county and state do shand and. Wife	vhose name(s)
that ELLIE A. MOSS & CAROL E. MOSS Hus subscribed to the foregoing instrument, appeared before medigned and delivered the said instrument as THEIR	Notary Public in and for said county and state do shand and Wife  resonally known to me to be the same person(s) we this day in person, and acknowledged that This	vhose name(s)
that HILLIE A. MOSS & CAROL R. MOSS Hus subscribed to the foregoing instrument, appeared before me signed and delivered the said instrument as THEIR set forth.	Notary Public in and for said county and state do shand and. Wife  resonally known to me to be the san's person(s) we this day in person, and acknowledged that THI free and voluntary act, for the uses are put day of DECEMBER 1996	vhose name(s)
that ELLIE A. MOSS & CAROL E. MOSS Hus subscribed to the foregoing instrument, appeared before medigned and delivered the said instrument as THEIR set forth.  Given under my hand and official seal, this 23	Notary Public in and for said county and state do shand and. Wife  resonally known to me to be the serve person(s) we this day in person, and acknowledged that This free and voluntary act, for the dies in puday of DECEMBER 1996	vhose name(s)
that WILLIN A. MOSS & CAROL R. MOSS Hus subscribed to the foregoing instrument, appeared before medigned and delivered the said instrument as THEIR set forth.  Given under my hand and official seal, this 23	Notary Public in and for said county and state do shand and. Wife  resonally known to me to be the san's person(s) we this day in person, and acknowledged that THI free and voluntary act, for the uses are put day of DECEMBER 1996	whose name(s)  EY  urposes therein
that ELLIE A. MOSS & CAROL E. MOSS Hus subscribed to the foregoing instrument, appeared before medigned and delivered the said instrument as THEIR set forth.  Given under my hand and official seal, this 23	Notary Public in and for said county and state do shand and. Wife  resonally known to me to be the san's person(s) we this day in person, and acknowledged that THI free and voluntary act, for the uses are purely of DECEMBER 1996  Notary Public  "OFFICIAL SEAL"  VICTORIA McCABE	whose name(s)  EY  urposes therein
that ELLIE A. MOSS & CAROL E. MOSS Hus subscribed to the foregoing instrument, appeared before medigned and delivered the said instrument as THEIR set forth.  Given under my hand and official seal, this 23	Notary Public in and for said county and state do shand and Wife  resonally known to me to be the save person(s) we this day in person, and acknowledged that THI free and voluntary act, for the trees are purely of DECEMBER 1996.  Notary Public  "OFFICIAL SEAL"	vhose name(s)

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FHA Case No.

131:8548069

#### ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 23rd day of DECEMBER 1996 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security instancem") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

AMARIS MORTGAGE COMPANY

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

3722 WEST 76TH STREET CHICAGO IL 60652

(P) openty 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 LATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenant; 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 APRIL 1998, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could charge.

#### (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.

FHA Multistate ARM Rider - 19/95

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VMP MORTGAGE FORMS - 100/021-7291

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#### (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) ( 2.75)

the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

#### (D) Limits on Interest Rate Changes

The existing interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Daw. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate, 23 stated in Paragraph 2 of the Note.

#### (E) Calculation of Payriert Change

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

#### (F) Notice of Changes

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 amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which was be required by law from time to time.

#### (G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective on the Change Date. Betrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the nonthly payment amount calculated in accordance with paragraph (E) of this Rider for any payment date occurring less han 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph (E) of this Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any morthly payment amounts exceeding the payment amount which should have been stated in a timely revice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is made.

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

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	(Scal)		(S
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### NON-OWNER OCCUPANCY RIDER

	THIS NON-	OWNER OCCUPANCY RIDER is made		day of DECEMBER		
	1990 , 200 15 Security Deed (*	incorporated into and shall be deemed to Security Instrument") of the same da	o amena and supplement ite given by the unders	igned ("Borrower")	to secure	
	Borrower's Note 1		g.van oy	, , ,		
		AMARIS MORTGAGE COMPANY				
				•	("Lender")	
		and covering the property described in th	e Security Instrument and	located at:		
		EST 76TH STREET, CHICAGO				
T.	60652	Character .	4.4.1			
	In mudicina	Property and notwithstanding the provision	- '	Campine Instrument	Rarrawer	
		the does not intend to occupy the prop				
		Examplicable item(s)]:	orly ocserioed in the bee		praesipa.	
	A.	The Secrety Instrument is for a s FHA-instruct.	treamline refinance of :	a loan which was p	orevious <b>ly</b>	
	_	O:c				
	B.	The Security Instrument is for a load	n to be insured under S	icction 203(k) of the	National	
		Housing Act.				
			a and the same title of	-to Familia Bassania D		
	C.		-	gie Paniny Property D	izbozimon	
		Program and meets the requirers ms that	.1601.			
	D.	The Borrower is an Indian Tribe as pr	crided in Section 248 of	the National Housing	Act or a	
member of the Armed Services who is mable to occupy the property because of his or h						
		assignment as provided in Section 216	or \$∂'s⊄ion (b) (4) or (f	of Section 222 of the	National	
		Housing Act.				
		The Country Assessment in European	and to detail or	local soussement (	anner de	
٠.	E. The Security Agreement is for property sold to a state or local government agency or					
	instrumentality or a non-profit organization (qualified under Section 501(c)(3) of the Internal Revenue Code) that intends to sell or lease the property to less or moderate income persons.					
		10.10110 (30.00)		Z,		
	F. The Security Instrument is for property that is or will be a secondary residence of Borrower and					
	is eligible for an FHA-Insured mortgage in order to avoid undue hardship for Borrower.					
BY SIGNING BELOW. Borrower agrees to the representations contained in this Non-Occupancy						
	Rider.	AG BELOW, Bollower sgrees to the I	chiesenianous contante	III IIIIS 1401 O 1211 C	Accupana y	
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