AFTER RECORDING MAIL TO: REPUBLIC MORIGAGE CORP. 4516 SOUTH 700 EAST #300 SALT LAKE CITY, UTAH 84197



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DEPT-01 RECORDING

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- T40010 TRAM 7420 03/06/97 10:07:00
 - 約57 # CJ #-97-152860

COOK COUNTY RECORDER

Frepared by: JUDY MARTIN

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State of Illinois

LOAN NO. 1036.88

FHA Case No.

131-8501503-729

THIS MORTGAGE ("Security Instrument") is given on February 21, 1997 The Mortgagor is MARCUS MCDONALD MARRIED TO JEGINA MCDONALD

("Borrower"). This Security Instrument is given to REPUBLIC MORTGAGE CORP., A UTAH CORPORATION

and

THE STATE OF UTAH organized and existing under the laws of whose address is 4518 SOUTH 700 EAST, \$300, SALT LAKE CITY, UT 84107

("Lender"). Borrower owes Lender the principal sum of

One Hundred Thousand Seven Hundred Ninety Six Dollars and Zero Cent:

Dočars (U.S. \$ 100,796.00

This debt is evidenced by Borrower's siste dated the same date as this Security Instrument ("Note"), which

provides for monthly payments, with the full dest, if not puid earlier, due and payable on Farch 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 or all other sums, with interest, advanced under paragraph 7 to protect the security of this

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Security instrument; and (c) the performance of Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in County, Minois:

SEE ATTACHED LEGAL EXHIBIT "A"

TAX ID #15-17-108-008 OPDER #10355

which has the address of 315 CLAYTON AVENUE, HILLSIDE

Znots

6016Z

[Zip Code] ("Property Addless");

(Street, Oity).

TOGETHER WITH all the improvements now or her of an erected on the property, and all ecoements, appultamences and flutures 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 sales of the estate hereby conveyed and has the night to mortgage, grant and convey the Property and that the Property is unencumbered. Seek for encumbrances of record. Borrower warrants and will defend generally the tide to the Property against all

claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform coverents for new air use and consumer coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lencier covenant and agree as follows:

UNIFORM COVERNITS

- 1. Payment of Principal, Exterest 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.
- 2. Morizity Payment of Taxes, insurance and Other Charges. Borrower shall include in each morthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property. (b) leasehold payments or ground ranks on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a 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 Funds."

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Lander 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 Rest Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2501 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 Bon payments are available in the account may not be besed on amounts due for the mortgage insurance premium.

If the amounts held by Lander ic: Escrow items exceed the amounts permitted to be held by RESPA. Lander shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lander at any one is not sufficient to pay the Escrow Items when due, Lender may notify the Borrower

end require Borrowy to make up the shortage as permitted by RESPA.

The Escrow Fund are president as additional security for all sums secured by this Security Instrument. If Borrower isnders to larger the full payment of all such sums, Borrower's account also he credited with the balance remaining are all installment larms (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 formower. Immediately prior to a foreologue eate of the Property or its acquisition by Landor, Borrower's recount shall be credited with any belance remaining for all installments fee sams (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lander as fallows:

First to the mortgage insurance premium to be paid by Lender to the Secretary or to the master. charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any texts, special assessments, loss should payments or ground rents, and fire, flood and other hazzara 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 wrome a improvements on the Property. whether now in existence or subsequently erected, against any hazards, or sustice, and contingencies, including fire, for which Lender requires inscence. This insurance shall be inscribed in the amounts and for the periods that Lender requires. Borrower shall also insure # improvement on the Property, waster how in sessiones or subsequently engaged, against tors by Bocks to the extent record by the Secretary. All Insurance shed be carried with companies approved by Lender. The insurance pulicies and any rem shall be held by Legaler 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 field proceed loss if not meda promptly by Borrower. Each insurance company concerned to thereby exclusives and directed to make payment for such loss directly to Lender, instead of to Sorrower and to Lander lovely. All er 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 (1) to the restoration or repose of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due data 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 foreclosuse of this Security Instrument or other transfer of title to the Property that examplishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force

shall pass to the purchaser.

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- S. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application; Leaseholds. Borrower siest occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Socurity Instrument (or within sixty days of a later sale or transfer of the Property) and shell continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lander determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's commit entertaining for substantial property and example 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 valent or abundanced or the lean is in default. Lender may have reasonable action to protect and preserve such valent or abundanced Property. Borrower shall also by in default if Borrower, during the ioan application process, gave materially faise or inaccurate information or statements to Lander (or failed to provide Lander with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations conserving Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower's occupancy of the providing unless Lender agrees to the merger in writing.
- 6. Condensession. The procesus 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 consequential, in condemnation, are hereby ensigned and while to Lander to the extent of the full amount of the indebtedness that remains unpeid under the Mary and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness of the Note and this Security Instrument, first to any delirquent amounts applied in the order provided in persynaph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not added or postpone the due date of the monthly payments, which are referred to in paragraph 2, the amount of such payments. Any access preceds over an amount required to pay all outstanding of abbasiness under the Note and this Security instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, lines and impositions that are not imposition in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. It taken 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 falls to make these payments or the payments required by paragraph 2, or falls to perform any other covenants and agreenshis 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 hankruptcy, 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 tools, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an edditional debt of corrower and be secured by this Security instrument. These amounts shall bear interest from the disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any tien which has primity given 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 determ against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (it) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Posperty is subject to a lien satisfactory shall eatiefy over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall eatiefy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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- 8. Fees. Londer may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debi.
 - (a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment rigidalits, require immediate payment in full of all sums secured by this Security instrument payment rigidalits, require immediate payment in full of all sums secured by this Security instrument
 - (i) Borrower defaults by falling 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) Borrows, defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
 - (b) Sale Without Circle Approval. Lander shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Garmain Depository institutions Act of 1862, 12 U.S.C. 1701)-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 (runs) then by devise or 🚐 cont), and
 - (ii) The Property is not occupied by the purchaser or granted at his or her principal residence, or the purchaser or grantee does to occupy the Property but his or her credit has not been approved to accordance with the requiry mants of the Secretary.
 - (c) No Wasse. If circumstances occur that would permit Lander to require immediate payment in full, but Lander does not require such payments, center does not valve its rights with respect to subsequent events.
 - (d) Regulations of HUD Socretary. In many chains ances regulations lesued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in rull and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
 - (c) Mortgage Not impreed. Borrower agrees that if this Serially instrumers and the Note are not determined to be eligible for imprence under the National Housing Art 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 schedulent 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 Lander when the unavailability of insurance is solely due to Lendon's feature 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 customery attorneys' fees and expenses properly associated with the foreclosure processing. 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 a current 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. Borrows: 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

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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 forcestance by Lander 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 coverants and agreements of fire Security instrument shall bind and benefit the successors and assigns of Lender and Bonower, seeing to the provisions of paragraph 9(b). Bonower's coverants and agreements shall be joint and several. Any corrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Enduty instrument only to modified, grant and sonvey that Bonower's Interest in the Property under the Junes of this Security Instrument; (b) is not personally obligated to pay the sums access by this Security Patrument; and (c) agrees that Lender and any other Bonower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Bonower's consent.
- 13. Notices. Any notice to Burnewer provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice ahali be directed to the Property Address or any other address Borrower designates by notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be desmed to have been given to Borrower or Levider when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security / Informent shall be governed by Federal law and the low of the jurisdiction in which the Property is located, in the event that any provision or clause of this Security instrument or the Note conflicts with applicable ev., such conflict shall not affect other gravisions of this Security instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are se severable.
- 15. Somewar's Copy. Borrowar shall be given one conformed copy of the Note and of this Security Instrument.
- 16. Hazardous Substances. Borrower shall not cause or permit the property area, use Seposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small numbries of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lessier written notice of any investigation, claim, demand, for sell or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual localedge. If Borrower learns, or is notified by any governmental or regulatory suthority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary semedial actions in accordance with Environmental Law.

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

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

17. Assignment of Rentz. Somower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower activarizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenent of the Property to pay the rents to Lander or Lender's agents. However, orior to Lender's notice to Borrower of Borrower's breach of any covenant or systement in the Security instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lerrar and Borrower. This ensignment of rents constitutes an absolute assignment and not an assignment for ad along according only.

If Lander gives posice of breach to comower: (a) all rents received by Borrower shall be held by Borrower as trustee or benefit of Lander way, to be applied to the sums second by the Security Instrument; (b) Lender at a be entitled to collect and receive all of the rents of the Property; and (*) excel tenent of the Property shed per all rents due and unpaid to Lander on Lander's agent on Lander's while:

Borrower has not executive any prior assignment of the rents and has not and will not nexform any act

that would prevent Lender from extending 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. Ho vever, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of 17/29 shall not cure or walve any default or invalidate any other right or medy of Lander. This essignment of onto of the Property sist terminate when the debt escured by the Security Instrument is paid in the

ta. Foreclosure Procesure. If Lender requirer an medizie payment in full under paragraph 3, Leader may foreclose this Security instrument by princial proceeding. Leader shall be entitled to collect all expenses incurred in pursuing the remedies provided in this personable attempts' fees and costs of title provided.

If the Lection's interest in this Security instrument is itself by the Secretary and the Secretary requires immediate payment in full under paragraph 2, the Societary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Ad of 1884 (ACT) (12 U.S.C. 375) et 8:5) by requesting a foreclosure commissioner designated worker the Act to commence foreclosury 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 Lander target this paragraph to or applicable law.

- 19. Roleage. Upon payment of all sums secured by this Socurity Instrument, Lander shall release this Security instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 20. Walver of Homestead. Borrower walves all right of hot messad 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 stall be incorporated into and shall amend and supplement the covenants and agreements of this Socially Instrument as if the chier(s) were a part of this Security Instrument. [Cluck applicable box(es)].

Condominium Rider Planned Unit Development Rider	Growing Equity Rider Graduated Payment Rider	Other [specify] Adjustable rate rider
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BY SIGNING BELOW, Barrower accepts and a and in any rider(s) executed by Borrower and recon Wilnesses:	grees to the terms contained in this Security Instrument dod with it.
**REGINAL MCDONALD IS NOT SIGNING OF WAIVING HER HOMESTEAD RIGHT	NG AS MORTGAGOR BUT FOR THE SCIE PURPOSE IS AS MORTGAGOR BUT FOR THE SCIE PURPOSE IS AS MORTGAGOR BUT FOR THE SCIE PURPOSE
THE SPOUSE OF MARCUS	MARCUS MCDONALD BOTTOWER
	Regina Mc Lancie (See)
	REGINAL MCDONALD
(Seal)	-Corrower
	(Seal)
	-537(000)
(See/) -Botte-sec	(Seel) -Barrows
STATE OF ELLINOIS,	
I LISA M. BURLIOS . a Notary Public	in and the said county and state do hereby certify that
PARCUS MCDONALD married to Re	in and the said county and state do hereby certify that Gunco Me Donald
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erachally known to me to be the same person(s) we presend before any this day in person, and advisors runners as the strument as the strument as the strument as the strument and official seal, this given under my hand and official seal, this	hose name(s) subscribed to the foregoing instrument, whedged that fig. she signed and delivered the said the uses and purposes therein set forth. All July of Jubuuleu 1997
ity Commission Expires: 7/4/97	Tuen Burgo
OFFICIAL SEAL* USA M. BLATSOS HOMY PAIN. State: 7,699 Ny Commission Exp. 35	Norty Public
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LEGAL DESCRIPTION

Lot 27 in Block 9 in Hillside Manor Unit Number 2, being a subdivision in the North 1/2 of the Northwest 1/4 of Section 17, Township 39 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded May 1, 1946 as document number 13782908, in Cook County Illinois

Property of County Clerk's Office

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FHACES No. 131-8601503-729

ADJUSTABLE RATE RIDER

THIS ACTUSTABLE RATE FIDER is made this 21st day of February and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security Dead ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Berrower's Mura (Note") to REPUBLIC MORTGAGE CORP., A UTAH CORPORATION

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

315 CLAYTON AVENUE, HILLSIDE, IL 60162

[Property Accress]

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

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security instrument, Borrower and Lander further covenant and scree as lollows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

July 1998 The interest rate may change on the first day of that day of each succeeding year. "Change Date" means each date on which the interest rate could

(B) The index

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Beginning with the first Change Date, the interest rate will be based on an India / nated means the weekly average yield on United States Treasury Securities adjusted to a constant investey of one year, as made available by the Federal Reserve Board. "Current Index means the most mant index figure available 30 days before the Change Date. If the Index (as defined above) is majoringer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Security means the Secretary of Housing and Urban Development or his or her designee." Lender will give Borrower notice of the new Index.

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(C) Calculation of Interest Rate Changes

Enforce 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 (2) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Inwest Pare Changes

The existing matest rise 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 time the initial interest rate, as stated in Paragraph 2 of the Note.

(E) Calculation of Psymeni Change

If the interest rate changes on a Change Date. Lender will calculate the amount of morstly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the Maturity Date at the new in crest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date of there had been no default in payment or the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new morehly 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 D.dr. (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 may be required by law from three to time.

(G) Effective Data of Changes

A new interest rate calculated in accordance with paragraphs (C) and (D) 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 which occurs at least 25 days after Lender has giver. Forrower the notice of changes required by paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph (E) of this Rider for any payment date occurring less than 25 days after Lander has given the required notice. If the monthly payment amount exiculated in accordance with paragraph (E) of this Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, 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 as 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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	(Seal)		(Seal)
	-Bontower		-Borrower
	Ox (Seal)		(Seal)
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