UNOFFICIAL CORPS 643691 On the state of the

1998-07-23 16:19:17

Cook County Recorder

37,00

Prepared by: FIRST MIDWEST MORTGAGE CORP. 2801 W. JEFFERSON ST, POB 3000 JOLIET, IL 60414-3000

Box 370

MORTGAGE

71002224

THIS MORTGAGE ("Security Instrument") is given on

. The mortgagor is MAY 26, 1998

AHMAD A FARAJ AND FATIMA FARAJ, MUSTAND AND WIFE

("Borrower"). This Security Instrument is given to

FIRST MIDWEST MORTGAGE CORP., IT'S AFFILIATES AND/OR ASSIGNS which is organized and existing under the laws of the United States of America address is

, and whose

2801 W. JEFFERSON STREET, PO BOX 3000, JOLIET, II("Lender"), Borrower owes Lender the principal sum of ONE HUNDRED THIRTY THOUSAND AND 00/100

Dorbas (U.S. \$

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 06/01/28 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 paragray in 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Society Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois: COOK

SEE ATTACHED

13-02-434-008

which has the address of 5637 N JERSEY AVENUE, CHICAGO Illinois 60659 [Zip Code] ("Property Address"); [Street, City],

ILLINOIS Single Family - FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 9/90 mitials: DAF Amended 5/91

•6R(IL) (9502)

Page 1 of 6

VMP MORTGAGE FORMS - (800)521-7291



1096) (31)H9-Form 3014 9/85 A A CHAININ of the actions set forth above within 10 days of the giving of notice. Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one of more this Security Instrument. If Lender determines that any part of the Property is subject to a tion which may attain priority over this enforcement of the lien; or (c) accures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or defends against enforcement of the fien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation accured by the lien in anner acceptable to Lender; (b) contests in good faith the lien

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the which may attain priority over this Security Instrument, and leaschold payments or ground rents, if any. Borrower shall pay these

4. Charges; Liens. Borrower shall pay all taxes; assessments, charges, lines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable Inder paragraph 2; 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs Security Instrument.

Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against he sums secured by this held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior iz he acquisition or sale of the Upon payment in full of all sums secured by this Security Instrument, Lender shall proposity refund to Borrower any Funds monthly payments, at Lender's sole discretion.

to Lender the amount necessary to make up the deficiency. Borrower shall make to the deficiency in no more than twelve not sufficient to pay the Eserow Items when due, Lender may so notify Borrower in witing, and, in such case Borrower shall pay the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Londer at any time is

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Bortower, without charge, an requires interest to be paid, Lender shall not be required to pay Derrower any interest or earnings on the Funds. Borrower and Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law However, Lender may require Borrower to pay a one-wing charge for an independent real estate tax reporting service used by the Escrow liems, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. luems. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the eacrow account, or verifying Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow The Funds shall be held in an institutor, whose deposits are insured by a federal agency, instrumentality, or entity (including

otherwise in accordance with applicable law. estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or amount. If so, Lender may, at kely time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may amended from time to time, (2 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser mortgage loan may requi e for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as Lender may, at any ties, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related provisions of paragrants, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." any; (c) yearly insignee insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold paymonts Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

Borrower shall promptly pay when due the I. Payment of Principal and Interest; Prepayment and Late Charges. UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to montgage,

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

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

98643691

LOT 11 IN BLOCK 54 IN W.F. KAISER AND COMPANY'S BRYN MAWR AVENUE ADDITION TO ARCADIA TERRAGE BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 1 AND OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 2 LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO (EXCEPT STREETS HERETOFORE DEDICATED) IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 13-02-414-008
ISSUED BY:

Property of Coot County Clert's Office

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. 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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance snall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise ogree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the procesus, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in pacegraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for 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 successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. (50) Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may wree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Forrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which set maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower 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 shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law 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 law, such conflict shall not affect other provisions 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 declared to be severable.

Indials: AH

Form 3014 9/90

filter Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance, Loss deserve cilth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to nitally equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to BORTOWER Of the morigage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If I coverage substantially equivalent to the montage insurance previously in effect, at a cost substantially equivalent to the montage insurance previously in effect, at a cost substantially equivalent to the formal of the cost substantially equivalent to the cost substantially equivalent to the cost substantial to the co 19ge insurance coverage required by Lender lapses or ceases, in offect, Borrower shall pay the premiums required to constrain an article of premiums required to the premiums required to the premium anticomment of the premium and the premium and the premium and the premium of ument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect, If, for any reason, the

8. Morigage Insurance If Lender required morigage insurance as a condition of making the loan secured by this Security months about months and incurred in affect the months in affect the loan secured by this Security. wisement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. rument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of Any amounts dishursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security

omeys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender ying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable annual from and animal or make the properties of the p if whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender's activities may include among the property in the property in the property in the property is activities and include an animal in the property is activities and include an animal in the property is activities and animal in the property in animal in the property is activities and property. forceding in bankrupicy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lendur may do said pay as chormon is necessary to excess the property of the December of the Decembe single security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the frontenent or to relative or to enforce leave or constitution of the same 7. Protection of Lender's Rights in the Property. If Bortower fails to perform in covenants and appearance in the property of the property of the property of the property. If Bortower fails to perform in covenants and appearance of the property of the performance of the p

shall comply with all the provisions of the lease, If Borrower acquires fee title to the Property, it e leases to the fee title shall and the fee title shall concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasthold, Borrower about commission of the Indiana of the In any material information) in connection with the loan evidenced by the Note, including but not limited to, representations loss application process, gave materially false of inaccurate information or statements to Lender (or failed to provide Lender with an amount information in commentant in commentant in the total and the found and decidence but the bottomental information or statement in the individual to be suppressed in the individual to the foundation of the foundati the lien created by this Security instrument of Lender's security interest. Borrower chall also be in default if Borrower, during the land of manager and an anticontract of the interest of t Lender's good faith desemination, precludes forfeiture of the Bostower's in the Property of other material impairment of the Bostower's in the Property of other material impairment of a anday's committee and a local to the form of the default and reinstate, as provided in paragraph 18, by causing the action of proceeding to be dismissed with a ruling that, in andreas a north faith determination merchines forfaints of the Borroune's most faith determination merchines forfaints of the Borroune's of the Property of the otherwise materially impair the lien created by this Security Instrumen of Lender's security interest. Borrower may cure such a manner of manufacture and scientific in manner is a manner of manufacture of Lender's security interest. Borrower may cure such a minner of manufacture in manner of manufacture in manner of manufacture in manner of manufacture in manner of manufacture of minner of manner of man proceeding, whether civil or criminal, is begun that in Lender's took faith judgment could result in forteiture of the Property or anterestive meters the lies and the thie Section in the could result in forteiture of the Property or anterestive meters the lies and the property or a contain interest section of the property or a contain interest the country of the property or a contain interest the country of the property of the allow the Property to deteriorate, or commit waste on the Ar Derty, Borrower shall be in default if any forfeiture action or manner and a commit as a fair in tendence when the contract of th extenuating circumstances exist which are beyond Borrove's soll not deatroy, damage or impair the Property, amount to beyond portions of the property, damage or impair the Property, and the property of the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unceasonably withheld, or unless this Security Instrument and shall continue to occurry the Property as Bottower's principal residence for at least one year after the Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of 6. Occupancy, Preservation, Main, erance and Protection of the Property; Borrower's Loan Application; Leaseholds,

Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately are accurately to the sometiment immediately. 11 the Property is acquired by conder, Bontower's right to an are a principle and proceeds tesulting to an area of the property is acquired by conder, Bontower's right to an area of proceeds tesulting from the property reference of the contract of the process that the contract of the property reference of the process of the property of the the due date of the monthly rayments referred to in paragraphs 1 and 2 or change the amount of the payments in anomaly in the payments of the paragraph of the payments of the Unices Lender and Lenower otherwise ugree in writing, any application of proceeds to principal shall not extend or postpone due doing if the moment content of the moment of the moment of the moment of the national state of the prior to the acquisition.

Lender may collect the insurance proceeds, Lender may use the proceeds to repair or restore the Property or to pay sums seement with seminitudes are not then the motive is given a standard or restore the proceeds to repair or restore the property or to pay sums secured to the profession that and a given a sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. Property, of does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then I andre may control that the insurance recovers the ins secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the manner of the annion from Landons that the instrument retrieved to centre a relief of a security in the security in this security is security in the repair is not economically leasible of Lender's security would be leasened, the insurance proceeds shall be applied to the sums amount to the insurance proceeds shall be applied to the sums amount to the insurance proceeds shall be applied to the sums amount to the sum to the sum of th Property damaged, if the restoration or repair is economically fessible and Lender's security is not lessened. If the restoration or and residue of the restoration of the restoration of the restoration of the residue of Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the

premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender have the right to hold the policies and renewals, if Lender requires, Borrower shall promptly give to Lender all receipts of paid All insurance policies and fenewals shall be acceptable to Lender and shall include a standard morigage clause. Lender shall include a standard morigage clause. Lender shall include a standard morigage clause. Lender shall also acceptable to Lender and shall include a standard morigage clause. Lender shall also acceptable to Lender and administration of the control of the contro may make proof of loss if not made promptly by Borrower,

be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not maintain antiminal transmission of Lender's approval which shall not to maintain absorption of about 1 to man at a to maintain animal about 1 to man and a to maintain animal animal animal and a to man animal coverage to protect Lender's rights in the Property in accordance with paragraph 7. flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender exemisms The incurrence exemples the incurren insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including flosids or advisor in many continues including the including and the maintained in the amounts and for the received including and the tentained on the tentained of the tentained in the amounts on the tentained of 5. Hazard or Property Insurance. Bortower shall keep the improvements now existing or hereafter erected on the Property and any other free inclining the Property of the fact of the form "extended conservation of any other hazards inclining flexible or flexible of the fact of the fa

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times with our prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with payments the notice will also contain any other information required by applicable law.

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

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or jazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic pearleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is liceated that relate to health, safety or environmental protection.

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

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

NOTARY PUBLIC, BTATE OF ILLINOIS BRICO/CO:0308 ROBERT EDWARD O'NEILL OFFICIAL SEAL

(SOS9) (JI)R8-

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. without charge to Borrower. Borrower shall pay any recordation costs.

<u> </u>	Motary Public	
mula	JVM	My Commission Expires:
wiedgetthat Ethy	ared before me this day in person, and acknow as the astree and voluntary sad, for the use	subscribed to the foregoing instrument, appea signed and delivered the said instrument as ha Given under my hand and official seal, th
to is the same person(s) whose name(s)		THE PARTY PARTY PARTY ON
d county and state do hereby certify that	ies in bas ni viblus Public in and for sea	CIBNIFICATION 341. 'I
:58	Сиппу	STATE OF ILLINOIS,
тэ ж опо 8 -	-Bortower	TASAS A DAMBA
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ieworroß.	TARA ANITA	
(les2)	Charles - when	Witnesses:
ni and in this Security Instrument and in	pts and agrees to the terms and covenants co	BY SIGNING BELOW, Bor to wer acce
•	Oruct(s) [abecity]	AV Rider
1-4 Family Rider Biweekly Payment Rider Second Home Rider	Condominium Rider Planned Unit Development Rider Rate Improvement Rider	[Check applicable box(es)] Adjustable Rate Rider Graduated Payment Rider Balloon Rider
ated into and shall amend and supplement this Security Instrument.	sements of each such rider shall be incorporally instrument as if the rider(s) were a part of	the covenants and agreements of this Securi

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 26TH day of MAY , 1998 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FIRST MIDWEST MORTGAGE CORP., 2801 W. JEFFERSON STREET, PO BOX 3000, JOLIET, IL 60434-3000 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5637 N JERSEY AVENUE, CHICAGO, IL 60659

[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 COYENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant; and agree as follows:

A. INTEREST RATE AND MONTILLY PAYMENT CHANGES

The Note provides for an initial interest rate of the interest rate and the monthly payments, as follows:

8.000 %. The Note provides for changes in

71002224

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day c_1 JUNE, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index (THE CURRENT INDEX IS 5.450 %)

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TYO AND 3/4

percentage point(s) (2.750 %) to the Carrent Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate gatil the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Fennie Mee/Freddle Mac Unilorm Instrument
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(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than

or less than

6.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than

10.000 %

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly perment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 1/ of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lander's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Section. Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable ay, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless

Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 d.ys from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies parmitted by this Security Instrument without further notice or demand on Borrower.

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

of - 14. Jan	(Scal)
AHNAD A FARAJ	-Horrower
patina paras	(Scal) -Borrower
	(Scal) -Borrower
	(Seal)

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