After Recording Please Return To:

New America Financial, Inc. c/o Hamilton

Financial

Mame of Natural Person)

[Company Name]

905 West 27th Street

[Street Address]

Scottsbluff, NE 69361

Kins, State / IPf

Prepared By:

Martha Connolly

[Name of Natural Person]

931 Warrenville Road, wife 103

[Street Address]

Lisle, IL 60532

[City State ZIP]

2539/0368 03 001 Page 1 of 12

1998-10-26 15:14:06

Cook County Recorder



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[Seace Above This Line for Recording Data]

Loan No.: 5064340

MORTGAGE

THIS MORTGAGE ("Security Instrument") is give i on Gladys A. Thomatis, an unmarried woman

October 16

1998 The mortgagor is

(Borrower) This Security Instrument is given to New America Finencial, Inc.

which is organized and existing under the laws of

the State of Texas

, and whose address is

3131 Turtle Creek Blvd. # 1300, Dallas, TX 75219

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

fifty three thousand five hundred and NO/100ths

) This debt is evidenced by Borrower's note dates the same date as this Security Instrument 53,500.00 Dollars (U.S. 🕏 November

("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, exensions 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 of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

Cook County, lilinois UNIT 18205-1B TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE HOMEWOOD TERRACE CONDOMINIUMS II AS DELINEATED AND DEFINED IN THE DECLAPATION RECORDED AS DOCUMENT NUMBER 97939333, AS AMENDED FROM TIME TO TIME, IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN #29-32-407-024

Form 3014 09/90 (page 1 of 6 pages) 1400111, LCS 02/98 THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS AND COVENANTS, RESTRICTIONS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

Property of Coot County Clert's Office

UNOFFICIAL COPY 18205 South Hart Orive #13

which has the address of

[Street]

are or..ve man

Humewood |City|

Hines

60430 (Zip Code ("Property Address");

IOGHIFFR 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 reterred to it, this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against, ill claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debraro-kneed by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes 21/2 Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the case monthly payments are due and a the Note until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security [63] innert as a hen on the Property, (b) yearly leasehold payments or ground rents on the Property, if any (c) yearly hazard or property insurance premiums (d) yearly flood insurance premiums, if any, (e) yearly mortgage insurance premiums, if any sums payable by Borrower (a) order, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "ascrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so I ender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. It ender may estimate the amount of Funds due on the basis of curie a data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable, aw

The Funds shall be held in an institution whose deposits are incured by a federal agency, instrumentality, or entity (including Lender, if I ender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement remade or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accomming of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, I ender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due. Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. B strower shall make up the deficiency in no more than twelve monorly payments, at Lender's sole discretion.

Upon payment in full of all stams accured by this Security Instrument, Lender shall promptly refund to Boltower any Funds held by Lender. If under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of coquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first to any prepayment charges due under the Note, second, to amounts payable under paragraph 2, third, to interest due;

fourth, to principal die, and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes assessments, charges, fines and impositions attributable to the Property which may attain promy over this Security Instrument, and leasehold payments or ground rents, if any. Berrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly firmish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to I ender receipts evidencing the payments.

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Form 3014 09/90 (page 2 of 6 pages)

Hinois Mortgage Single Lamily-Fannie Man/Fleddie Mac UNIFORM INSTRUMENT
THE COMPLIANCE SOURCE, INC.
To Order Call. (972) 980-2178-Fax (972) 392-2891

www.compliancesource.com

140011L2 CS 82/78

Berrower 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 that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Forrower 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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Unless Londer and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration of repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance garrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Proving or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 paragraph / 1 at d 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies, and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Paraction 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 and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impain the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Per ower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Leider (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not imited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a lease of, Borrower shall comply with all the provisions of the lease. If Borrower acquires 'ee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the 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, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Londer agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upor notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If I ender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lerider. If substantially equivalent mortgage insurance coverage is not

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available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Burnover when the insurance coverage hipsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in hea of mortgage insurance. Less reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage in the amount end 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 cr 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 at 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 Institument 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 fg. in taket value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Projects 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 agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sun's secured by this Security Instrument whether or not the sums are then due.

If the Property is aband med 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 fail to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then doe

Unless I ender and Borrower o herwise agree in writing, any application of proceeds to principal shall not extend or postpone the fue date of the monthly payments referred to in privagi uphs 1 and 2 or change the amount of such payments

- 11. Horrower Not Released; Forheavence By Lender Not a Walver. Extension of the time for payment or modification of amentization of the signs secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the hability of the original Borrower or Forrower's processors in interest. Londer shall not be required to commence proceedings against any successor in interest or refuse to extend time for pryment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Born over 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 Found; Joint and Several Linchity; Co-signers. The covenants and agreements of this Security Instrument shall bend and benefit the successors and assigns of Lender and is cover, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be join; and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (acts on 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 Sciently Instrument, and (c) agrees that Lender and any other Horrower 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
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connect on with the loan exceed the permitted lamps, then (a) are 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 partiapal, 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 of dry mailing it by first ans mail timess applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Burgarer 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 a idress Lei, fer designate by nonce to Borrower. Any nonce provided for in this Security Instrument shall be deemed to have been given to Bostower 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
 - 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 ox transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written

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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's fall 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. f 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 entorcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all surns 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 covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable atterneys' 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 without prior notice to Borrower. A sale may result in a charge in the entity (known as the "Loan Servicer") that collects monthly payments due and or 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 paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will gloo 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 Flazardous Substances that are generally recognized to be appropriate to normal residential uses and to mainter ance of the Property.

Borrower shall promptly give Lender written notice of Eay investigation, claim, demand, lawsuit 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 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, "Flazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flaming ble or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and redioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as 10115ws:

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 fallure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Fastrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinst ite after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrotter 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 attorney's fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

Initials:

Illinois Mortgage-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Adjustable Rate Rid Graduated Payment Baltoon Rider Other(s) [specify]		opment Rider Biweekly Payment Rider
BY SIGNING BELOW, rider(s) executed by Borrower an		rms and covenants contained in this Security Instrument and in an
Witnesses		Glady at Manatis (Seal
		Gladys A. Thomatis Borrowe
200	de la Millianda Maria, a propie de la milliante de Maria	-Borrowe
	Or Or	(Scal'-Borrowe
	Space Below This Line F	(Scal) -Borrower
State of Illinois	§	
County of COOK	8	2
The foregoing instrumen Gladys A. Thomatis	t was acknowledged before me this AN_UNMARRIED_WCMAN	16th day of October, 1998 , [date] by
	'OFFICIAL SEAL" VICTORIA MCCABE TARY PUBLIC, STATE OF ILLINOIS Commission Expires Nov. 12, 2000	Victoria Mc Rahe Notary Public, State of
		My Commission Expires:

CONDOMINIUM RIDER

Loan No.: 5064340

THIS CONDOMINUM RIDER is made this 16th day of October, 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 Note New America Financial, Inc.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

18205 South Hart Drive #1B, Homewood, IL 60430 [Property Address]

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

Homewood Terrace

[Name of Condominium Project]

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

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any

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MULTISTATECONDOMINIUM RIDER-SINGLE FAMILY FNMA/FHLMC UNIFORM INSTRUMEN'? P

Page 1 of 3

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other document which creates the Condominium Project; (ii) by-faws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents

- B. Hizard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender values the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to me extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender (form); notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lerder ic, application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu or condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in the appropriate Uniform Covenant

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandenment or termination of the Condominium Project, except for abandenment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association, or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender. Initials:

MULTISTATECONDOMINIUM RIDER-SINGLE FAMILY FNMA/FILMC UNIFORM INSTRUMENT Page 2 of 3

LDOC050B 01/97

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts and bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps)

Loan No.: 5064340

TAIS ADJUSTABLE RATE RIDER is made this 16th day of October, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Dead of Trust or Security Deed (the "Sicurity Instrument", of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the 'Note') to New America Financial, Inc.

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

18205 South Hart Drive #1B, Homewood, IL 60430 [Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYLENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES A.

The Note provides for an initial interest rate of 9.875 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES 4.

(A) Change Dates

The interest rate I will pay may change on the 1st day of November, 2000, and on that months thereafter. Each date on which my interest rate could change is called a day every "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR") as published in The Wall Street Journal. The most recent Index figure available as of the first Eusiness day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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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 Dale, the Note Holder will calculate my new interest rate by adding six and 625/1000ths percentage points (6.625 %) to the Current Index. The Note Holder will then round the esult of this addition to the nearest one eighth of one percentage point (0.125%). Subject to the Pimits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of 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.

(D) Limits on Interest Rate Change

The interest rate I am required to pay at the first Change Date will not be greater than 12.875 % or less than 9.875 %. Thereafter, my interest rate willnever be increased or decreased on any single Change Date by more than one and 500,1000ths percentage point(s) (1.50 %) from the rate of interest I have been paying for the preceding six months My interest rate will never be greater than 16.875 %, or less than 9.875 %.

(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 payment 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.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWES

Uniform Covenant 17 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 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the

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transferee; 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 law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferer to sign an assumption agreement that is acceptable to Lender and that obligates the transferer to keep all the premises and agreements made in the Note and in this Security Instrument. Porrower will continue to be obligated under the Note and this Security Instrument unless cender 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 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 remedies permitted 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.

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Gladys A. Thomatis	(Воножет)	CA'S	(Borrower
	(Borrower)		(Вогтомет

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