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2000-08-14 10:47:11
Cook County Recorder 79.50

AFTER RECORDING MAIL TO:
ABN AMRO Mortgage Group, Inc.
P.O. Box 5064
Troy, MI 48007-3703

AP# ZDANOW, K7442742
LN# 0007442742



[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 1, 2000
Krzysztof Zdanowski, Married to Marzena Zdanowski

13 Jw
P

("Borrower"). This Security Instrument is given to ABN AMRO Mortgage Group, Inc., a Delaware Corporation, which is organized and existing under the laws of the state of Delaware, and whose address is 4242 N. Harlem Ave., Norridge, IL 60706 ("Lender"). Borrower owes Lender the principal sum of One Hundred Eighty Seven Thousand Five Hundred Dollars and no/100). 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 September 1, 2030. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance 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, Illinois:

LOT 84 IN ARTHUR T. MCINTOSH AND COMPANY'S GLENVIEW COUNTRYSIDE BEING A SUBDIVISION OF THE PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 LYING EAST OF THE EAST LINE OF RIGHT OF WAY OF GREENWOOD ROAD OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*Marzena Zdanowski is executing this mortgage solely for the purpose of waiving all rights of homestead exemption in the property.

04-33-407-004-0000

vol.134

which has the address of

709 Glenshire Road
[STREET]

Glenview
[CITY]

Illinois 60025 ("Property Address");

[ZIP CODE]

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL/0894/3014(0990)-L PAGE 1 OF 8

FORM 3014 9/90

FIRST AMERICAN TITLE AD2001423
LHB 2af2

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ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT FORM 3014 9/90
IS/C/MDTU//0894/3014(0990)-L PAGE 2 OF 8

"In the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lennder at any time is not sufficient to pay the Expenses items when due, Lennder may so notify Borrower in writing, and, in such case Borrower shall pay to Lennder the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after Lennder's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, or entity, or holding Lender, if Lender 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 for holding and applying the Funds, unusually sanitary or escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate appraiser to verify Lender's estimate of value of his loan, unless Lender used a service used by Lender in connection with this loan, unless Lender is an individual who has agreed to pay the appraisal fee.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, full payment on the monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may strain priority over this Security instrument as a lien 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; the mortgagee insures premises, if any; and (e) any sums payable by Borrower to Lender, in accordance with the provisions of subparagraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Escrow Items are items which are held by the Lender for the benefit of the Borrower, unless otherwise provided in the Note.

"I, John Doe, do hereby agree and acknowledge that I am in arrears in the payment of my principal and interest. I agree to pay the debt evidenced by the Note and any prepayment charges due under the Note.

UNI-CHIM COVENANT S.R.L. holds a license under Covenants and agrees as follows:

This section of the instrument combines uniform coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

right to mortgage, grant and convey the Property and that the Property is unencumbered and has not been encumbered with any liens or other liens or encumbrances of record. Borrower warrants and defend generally the title to the Property, except for claims and demands, subject to any encumbrances of record.

RECALLS WITH THE IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY, AND ALL EASEMENTS, APPURTENANCES, AND FIXTURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL REPLACEMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

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Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower 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 acquisition 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 due; 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 priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower 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 furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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 Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or 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 carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property 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 paragraphs 1 and 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.

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ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
FORM 3014 9/90
1SC/CMDT/L/0894/3014(0990)-L PAGE 4 OF 8

9. Inspection. Lender or its agent shall have the right to inspect the property at any time or prior to an inspection specifically reasonable cause for the inspection.

8. Mortgage Insurance. If Lender's required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect, if, for any reason, the mortgage insurance coverage ceases to be in effect, Borrower shall pay the premium required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an ultimate mortgage insurer approved by the state in which the loan is made.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender 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, upon notice from Lender to Borrower requesting payment.

7. Protection of Lenders' 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 Lenders' rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or any sums secured by a lien which has priority over this Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

6. Occupancy, Preservation, Maintenance and Protection of the Property, Borrowers' Leaseshold, Application; Leaseshold. Borrower shall occupy, establish, and use the Property as Borrowers' 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 agrees in writing, which consent shall not be unreasonably withheld, or unless Lender terminates the Property in favor of another, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property to determine of the Property, allow the Borrower shall be in default if any forfeiture action or proceeding, or committ 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 impair the lien created by this Security instrument or Lender's security interest in the Property, damage or impairment of which goes beyond Borrower's control. Borrower shall not destroy, damage or impair circumstances exists which are beyond Borrower's control, or unless extending, unless Lender agrees in writing, which consent shall not be unreasonably withheld, or unless Lender terminates the Property in favor of another, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property to determine of the Property, allow the Borrower shall be in default if any forfeiture action or proceeding, or committ 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 impair the lien created by this Security instrument or Lender's security interest in the Property, damage or impairment of which causes 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 in the Property, or if the Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information with the Note, including, but not limited to, representations concerning connection with the loan evidence by the Note, including, but not limited to, representations concerning leasehold or the fee title shall not merge unless Lender agrees to the merger in writing.

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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 shall 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 agree 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 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 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 paragraphs 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 or 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 7. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security 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 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 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.

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20. Hazardous Substances. Borrower shall not cause or permit the presence 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

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 notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer resulting from a change in the Note or a change in the Note's security interest. If there is a change in the Note's security interest, the new servicer will receive all notices and information required by law.

18. **Borrower's Right to Remedy**. If Borrower meets certain conditions, Borrower shall have the right to enforce certain of its Security Instruments during a period of time prior to the earlier of: (a) 5 days (or such other period as is applicable law may specify for reinstatement) before sale of the property pursuant to any power of sale retained in this Security Instrument; or (b) ninety (90) days after the date of sale if the security instrument is sold at a judicial foreclosure.

19. **Borrower's Right to Acceleration**. If Borrower fails to pay the sums secured hereby in the case of acceleration as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully reinstated until payment in full has been made to the Lender.

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 Lender 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 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.

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 is held invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions of this Security instrument.

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

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 notifies 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.

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AP# ZDANOW, K7442742

LN# 0007442742

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Krzysztof Zdanowski (SEAL)
Krzysztof Zdanowski -BORROWER

Marzena Zdanowski (SEAL)
*Marzena Zdanowski -BORROWER

(SEAL)
-BORROWER

*Marzean Zdanowski is executing this
mortgage solely for the purpose of waiving
all right of homestead exemption in the property. (SEAL)
-BORROWER

(SEAL)
-BORROWER

(SEAL)
-BORROWER

[Space Below This Line For Acknowledgment]

STATE OF Illinois

, Cook

County ss:

I, the undersigned
hereby certify that
Krzysztof Zdanowski

, a Notary Public in and for said county and state do

and Marzena Zdanowski

personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1st day of August, 2000.

My commission expires:



This instrument was prepared by: Gloria Chavez
Address: 1350 E. Touhy Suite 160 West
Des Plaines, IL 60018

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FORM 3014 10/96 ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMDT/L/0894/3014(0990)-L PAGE 7 OF 8

- | | | | | | | | | | | |
|---|--|---|--|---|---|--|---|--|-------------------------------------|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> IHDA Rider | <input type="checkbox"/> Other(s) [specify] |
|---|--|---|--|---|---|--|---|--|-------------------------------------|---|

together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into this instrument, the covenants and agreements of each such rider shall be amended and supplemented to cover any instrument, device or arrangement which may be adopted by the Securit[y] instrument as if the rider(s) were a part of this Securit[y] instrument. [Check applicable box(es)]

23. **WAVES OR HOMESTEAD.** Borrower's address all right or homestead exemption in the property.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following
Borrower's, breach of any covenant under Paragraph 17 unless applicable law provides otherwise;
acceleration under Paragraph 17 unless provided for in this Security instrument (but not prior to
specify; (a) the date required to cure the default; (c) a date, not less than 30 days
from the date notice is given to Borrower, by which the default must be cured; and (d) that failure
to cure the date specified in the notice is given to Borrower, by which the default must be cured; and (d)
secured by this Security instrument after acceleration of the sums
notice shall be given to Borrower or the right to reinstate after acceleration and the right to assert
in the form Borrower or the non-existence of a default or any other defense of Borrower to
acceleration and foreclosure if the defense is not cured in 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 fees and costs of
title evidence.

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

remedial actions in accordance with Environmental Law.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government 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 government or regulatory authority, that any removal or other remedial actions in accordance with Environmental Law is necessary, Borrower shall promptly take all necessary steps to remove such hazard.

Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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FIXED/ADJUSTABLE RATE RIDER (1 Year Treasury Index--Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 1st day of August, 2000, 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 Fixed/Adjustable Rate Note (the "Note") to ABN AMRO Mortgage Group, Inc., a Delaware Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

709 Glenshire Road, Glenview, IL 60025
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 8.0000 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of September, 2010, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable 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 that 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 Three percentage points (3.0000 %) to the Current 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 until 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 14.0000 % or less than 2.7500 %. Thereafter, my adjustable 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

MULTISTATE FIXED/ARM RIDER-1 YR TREASURY INDEX-Single Family-FNMA Uniform Instrument
ISC/CRID**/0195/3182(0594)-L

Page 1 of 3

Ferr. 3182 5/94

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MULTISTATE FIXED/ARM RIDER-1 YR TREASURY INDEX-SINGLE FAMILY-FNMA 31 FORM INSTRUMENT
IS/C/CRID**/0195/3182(0594)-L Page 2 of 3 Form 3182 5/94

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 also may require the transferee to sign an assumption agreement 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.

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 if Lender is prohibited by 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 transfer as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption or agreement of any covenant in this instrument.

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 of the notice for Lender to remediate 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, but without further notice or demand on Borrower.

Proposed) 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 Lennder's prior written consent, Lennder may, at its option, require immediate payment in full of all sums secured by this Security instrument, this option shall not be exercised by Lennder if exercise is prohibited by law.

THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF

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

The Note Holder will deliver or mail to me a notice of the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my monthly payment, any information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

(E) Notice of Changes
my monthly payment beginning on the first monthly payment date after the Change Date until the amount of

(E) Effective Date of Changes
paying for the preceding 12 months. my interest rate will never be greater than 14.0000 %.
My new interest rate will become effective on each Change Date. I will pay the amount of my new

Carrying out the process using 12 months My interest rate will never be greater than 11 0000 %

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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 any 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 pages 1 through 3 of this Fixed/Adjustable Rate Rider.

MULTISTATE FIXED/ARM RIDER-1 YR TREASURY INDEX-Single Family-FNMA Uniform Instrument
ISC/CRID**//0195/3182(0594)-L Page 3 of 3 Form 3182 5/94