

UNOFFICIAL COPY

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
SKOKIE OFFICE

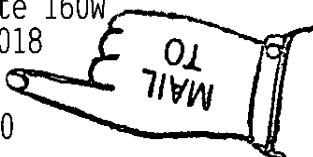
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2000-10-05 10:10:41
Cook County Recorder 41.50

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage

1350 E. Touhy, Suite 160W
Des Plaines, IL 60018



AP# RISSMAN,7555610
LN# 0007555610



[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 14, 2000 . The mortgagor is Thomas W. Rissman and Debora J. Choate, Husband and Wife

("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 Million Dollars and no/100

Dollars

(U.S. \$1,000,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 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:

THE WEST 50 FEET OF THE EAST 400 FEET OF THE NORTH HALF OF BLOCK 21 IN GAGES ADDITION TO WILMETTE A SUBDIVISION OF PARTS OF SECTIONS 27 AND 28 TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID PREMISES THE SOUTH 10 FEET THEREOF TAKEN OR DEDICATED FOR ALLEY) IN COOK COUNTY, ILLINOIS.

05-27-312-004-0000 ,

which has the address of

1029 Greenwood Avenue ,
[STREET]

Wilmette
[CITY]

Illinois 60091 ("Property Address");
[ZIP CODE]

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT
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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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Applicant: **Leaseholders**. 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 Leander otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless Leander fails to perform the Property to determine, or commits waste on the Property, damage to the Property, or for other actions of Borrower's control. Borrower shall not destroy, damage, or impair circumstances exist which are beyond Borrower's control. Borrower shall not be liable for criminal, whether civil or criminal, if Leander's good faith default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Leander's good faith judgment could result in forfeiture of the Property or otherwise materially impair the Property, allow the Property to deteriorate, or commit waste on the Property, damage to the Property, or for other actions of Borrower's control. Borrower may cure such a default and repossess Security instrument or Leander's security interest. Borrower may cause the lien created by this instrument to be dismissed with a ruling that, in Leander's good faith determination, provides for forfeiture of the Borrower's interest in the Property to another for other reasons than Leander's failure to pay the note, including the following:

7. **Protection of Leander'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 Leander's rights in the Property (such as a proceeding in bankruptcy), probable, for condemnation or forfeiture or to enforce laws or regulations), then Leander may do and pay for whatever is necessary to protect the value of the Property and Leander's rights in the Property. Leander's actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorney fees and entering on the Property to make repairs. Although Leander may take action under this paragraph, Leander does not have to do so.

8. **Mortgage Insurance.** If Leander required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the loan secured by this Security instrument. Unless Borrower agrees to other terms of payment, these amounts shall bear interest from the date of disbursement of payment, with interest, upon notice from Leander to Borrower requesting payment.

9. **Inspection.** Leander or his 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.

Property. Leander shall render or appraise insurance ends in accordance with any written agreement, until the premium required to maintain mortgage insurance in effect, or to provide a loss reserve, unless Leander pays an insurance premium provided by Leander again becomes available and is obtained. Leander, at the option of Leander, if mortgage coverage (in the amount and for the periods that are required) is provided by an insurance company that is not available, Borrower shall pay to Leander each month a sum equal to the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to be in effect. Leander will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Leander, if mortgage coverage is not available, Borrower shall pay to Leander each month a sum substantially equivalent to the yearly mortgage insurance premium being paid by Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance provider to obtain coverage substantially equivalent to the cost to Leander to obtain coverage substantially equivalent to the mortgage insurance coverage provided by Leander. If substantial mortgage coverage is not available, Borrower shall pay to Leander each month a sum substantially equivalent to the yearly mortgage insurance premium being paid by Borrower to obtain coverage substantially equivalent to the cost to Leander to obtain coverage substantially equivalent to the mortgage insurance coverage provided by Leander. If, for any reason, Borrower shall pay the premiums required by Leander to maintain the mortgage insurance in effect, Borrower shall become additional debt of Borrower.

Interest, upon notice from Leander to Borrower requesting payment.

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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.

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 covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' 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 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 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 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

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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 charge, loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any charge shall be reduced by the amount necessary to reduce the permitted limits, 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 partial payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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 assignees of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and assignments 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, at 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, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

11. Borrower Not Released; Extension of the Time for Payment or Modification of the Note. Extension of the time for payment or modification of the note by Lender or Borrower shall not be a waiver of the exercise of any right or remedy. 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. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not then be due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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.

In the event of a total taking of the Property, the sums secured by Lender or not the sums are due. 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, 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 by Lender or not the sums are due. (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this Security Instrument or unless applicable law otherwise provides, the proceeds shall be applied to 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 sums secured by the Property immediately before the taking, 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 equal to or greater than the amount of the sums secured by this Security Instrument is equal to or greater than the amount of the Property in which the fair market value of the Property immediately before the taking, the amounts of the sums secured by the Property, or for convenience in lieu of connection with any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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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 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, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos, formaldehyde, and radioactive 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 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.

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.

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)]

- | | | |
|---|---|---|
| <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"/> Other(s) [specify]

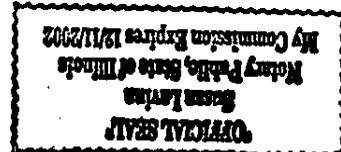
 | <input type="checkbox"/> IHDA Rider | |

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This instrument was prepared by: Elatine Ernst
Address: 1350 E. Touhy Ave., Suite 160W
Des Plaines, IL 60018



My commission expires: 12-11-02

Given under my hand and official seal, this 14th day of September, 2000.

Instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.
personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

I, the undersigned Notary Public in and for said county and state do hereby certify that Susan Laiuse, Cook County, Illinois, Rissman and Debora J. Chcate

[Space Below This Line For Acknowledgment]

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

Witnesses:

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

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FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index--Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 14th day of September, 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:

1029 Greenwood Avenue, Wilmette, IL 60091
[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 8.2500 %. 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 October, 2007, 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 14.2500 % or less than 3.0000 %. 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

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MULTISTATE FIXED/ARM RIDER-1 VR TREASURY INDEX-Single Family-FNMA Uniform Instrument
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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 transferor 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 to pay all the risk of a breach of any covenant or agreement in this Security instrument to releasees Borrower in writing.

That the risk of a breach of any covenant or agreement in this Security instrument is acceptable to Lender. Lender's security will not be impaired by the loan assumption and reasonably determines that Lender's loan were being made to the transferee, and (b) Lender intended to transfer as if a new loan were being made to the transferee, and (c) Lender transfers to Lender causes to be submitted to Lender information required by Lender to evaluate the general law as of the date of this Security instrument. Lender also shall not exercise this option if federal law prohibits this option. However, this option shall not be exercised by Lender if exercise is prohibited by instrument. At its option, require immediate payment in full of all sums secured by this Security instrument, at its option, require immediate payment (or if a natural person) without Lender's prior written consent, Lender transferred and Borrower is not a natural person) without Lender's prior written consent, Lender 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 transfers or a Beneficial Interest in Borrower. If all or any part of the transfer of the property or a Beneficial Interest in Borrower.

SHALL BE AMENDED TO READ AS FOLLOWS:

EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF 2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE

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.

federal law as of the date of this Security instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice 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 instrument. At its option, require immediate payment (or if a natural person) without Lender's prior written consent, Lender transferred and Borrower is not a natural person) without Lender's prior written consent, Lender 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 transfers or a Beneficial Interest in Borrower. If all or any part of the transfer of the property or a Beneficial Interest in Borrower.

THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

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

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 before the effective date of any change. The notice will include the amount of 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 note.

(F) Notice 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 payments again.

(E) Effective Date of Changes

Paying for the preceding 12 months. My interest rate will never be greater than 14.2500 %.

LN# 000755610

AP# RISSMAN, 755610

UNOFFICIAL COPY

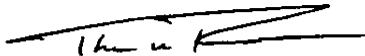
00779436 Page 11 of 11

AP# RISSMAN, 7555610

LN# 0007555610

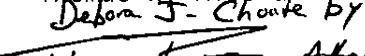
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. 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.



Thomas W. Rissman
Debora J. Choate by
(Seal)

-Borrower



Debora J. Choate
Attorney-in-fact
(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

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