(/s # 2) UNOFFICIAL CO. 009 06077

2000-11-17 09:42:09 Cook County Recorder

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Old Kent Mortgage Co., Final Docs P.O. Box 204 Grand Rapids, MI 49502-0476

Prepared by: Kathleen M Jender

AP# C28VENHUIZEN, E LN# 5293550

In type

MORTGAGE MIN 1000142-3000082153-3

THIS MORTGAGE ("Security Instruction") is given on November 1, 2000 EDWARD VENHUIZEN and ELIZABETH VENHUIZEN, Husband and Wife

. The mortgagor is

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

204 CO

Old Kent Mortgage Company, A Michigan Corporation

114383B LawTHE

("Lender") is organized and existing under the laws of The State of Michigan address of 9400 S. Cicero Ave., Suite 301, Oak Lawn, IL 60453

, and has an

Ninety Four Thousand and no/100

Dollars (U.S. \$ 94,000.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for December 1, 2030

. Borrower owes Lender the principal sum of

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, 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

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS

Page 1 of 6

VMP MORTGAGE FORMS - (800)521-7291

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property located in C00K County, Illinois: nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

[Zip Code] ("Property Address"); [Street]

[City], Illinois 60452

OAK FOREST Parcel ID # 26-28-111-006

Which has the address of 5325 MARTHA LANE

TOCETHER WITH an 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 efferted to in this Security Instrument as the "Property." Borrower understands and agrees with law or custom, MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, it necessary to comply with law or custom, MERS, (as nomine, or Lender and Lender's successors and assigns), has the right: to exercise any or all bender including, but not limited to, releasing it canceling this Security Instrument.

Lender including, but not limited to, releasing it canceling this Security Instrument.

Lender including, but not limited to, releasing it canceling this Security Instrument.

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 is unencumbered, except for encumbrances of record. Borrower warrants with limited will defend generally the title to the Property is unencumbered, except for encumbrances of record. Borrower warrants with limited will defend generally the title to the Property is unencumbered, except for encumbrances of record. Borrower warrants with limited and will defend generally the title to the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property is unencumbered.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

variations by jurisdiction to constitute a uniform security it in unent 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 debt evidenced by the Note and any I repayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain 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 leasehold payments if any; (e) yearly morreage insurance premiums; (d) yearly lood insurance premiums, if any; (e) yearly hazard or property insurance premiums; (d) yearly leasehold payments if any; (e) yearly hazard or property insurance premiums; (d) yearly leasehold payments if any; (e) yearly morreage in accordance premiums; (d) yearly leasehold payments if any; (e) yearly morreage in accordance premiums; (e) yearly leasehold payments if any; (e) yearly morreage in accordance premiums; (f) any sums payment of morreage in accordance premiums; (d) yearly leasehold payments if any; (e) yearly morreage in accordance premiums, if any; (e) yearly hazard or property insurance premiums; (d) yearly lease premiums, if any; (e) yearly hazard or property insurance premiums; (d) yearly leasehold payments in any sime, (e) yearly hazard or property insured in any time, of the payment of funds in an amount a lender in accordance with any time, collect and hold Funds in an amount. If so, Lender may, at any time, collect and hold Funds in an amount of exceed the Funds and reasonable expression to exceed the Funds and a lease any expression of the Funds in any estimate in a amount of Funds any time, on the basis of current data and reasonable expression the Funds and essential for a green and the funds and reasonable expression to the Epiderian for the Funds and lease in a secondance with applicable law.

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 is made 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 accounting 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 was made, The Funds are pledged as additional security for all sums secured by this Security Instrument. The Funds shall be held in an institution whose deposits are insured by a federal agenty instrumentality, or entity (including 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, annually analyz ng the escrow account, or verifying the Escrow Items. Lender may not charge Borrower for holding and applying the Funds and applicable law permits for make such a party page 1 and 2 and 2 and 2 and 3 Escrow Items or otherwise in accordance with applicable law.

If the Evaces Funds had by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower from the excess Funds had by Lender with the requirements of applicable law. If the Funds held by Lender stand time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower 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. Borrower shall make up the deficiency in no more than shall pay to Lender the amount necessary to make up the deficiency in no more than

twelve monthly payments, at Lender's sole discretion.

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.

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LOT 33 IN JUDY COURT A SUBDIVISION OF LOTS 12, 13, 14, 15 AND THE WEST 330 FEET OF LOT 11 IN BLOCK 11 IN BLOCK 2 IN ARTHUR T. MCINTOSH AND COMPANY'S SOUTHTOWN FARMS UNIT NO. 6, THE TH.

OF COOK COUNTY CLORK'S OFFICE BEING A SUBLIV SION OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 28, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 policie, and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold to policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal nouces. 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 lendings economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's occurity 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 nouc: 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 me. 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, Borrov er'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 Protection 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 Borrowe, 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 juagment could result in forfeiture of the Property or otherwise materially impair 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. Borrower stall also be in default if 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) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Secur ty instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee 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 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.

8. Mortgage Insurance. If Lender 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

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Form 3014 : 9/90

or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

prepayment charge under the Note. payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, make any accommodations with regard to the terms of this Security Instrument or the Note without that Parrower's consent. secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbest or Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to not gage, grant and convey that paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Beard who co-signs this Security Security Instrument shall bind and benefit the successors and assigns of Lender and Porrower, subject to the provisions of

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers and agreements of this exercise of any right or remedy.

successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the of the sums secured by this Security Instrument by reason of any dentand made by the original Borrower's commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to of amortization of the sums secured by this Security Instrument greated by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification postpone the due date of the monthly payments referred to in paregraphs 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 extend or secured by this Security Instrument, whether or not then ace.

Lender is authorized to collect and apply the proces is, at its option, either to restoration or repair of the Property or to the sums award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given,

If the Property is abandoned by Borrewer, or if, after notice by Lender to Borrower that the condemnor offers to make an be applied to the sums secured by this Security Instrument whether or not the sums are then due.

taking, unless Borrower and Lender office agree in writing or unless applicable law otherwise provides, the proceeds shall market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair amount of the sums secured intradiately before the taking, divided by (b) the fair market value of the Property immediately this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total Security Instrument in mediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by market value of the Troperty immediately before the taking is equal to or greater than the amount of the sums secured by this 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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, shall be paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law. the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the obtain coverage substantially equivalent to the

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. It Porrower 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 not ment 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 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 of agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorietys 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. John 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 of a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Porrower. 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 any he else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, laws of 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 or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is 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



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10.(2089) (IL) (9802).01 Form 3014, 9/90

> NY COMMISSION EXPIRES SEPT. 27, 2004 UBUC - STATE OF ILLINOIS

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	OFFICIAL SEAL	
· · ·	ires:	My Commission Exp
1	going instrument, appeared before me this day in person, and acknowledged that they the said instrument as their free and voluntary act, for the uses and purposes therein set in the said instrument as their free and voluntary act, for the uses and purposes therein set in the said instrument as the first free and voluntary act, for the uses and purposes therein set in the said instrument as the first free and voluntary act, for the uses and purposes therein set in the said instrument as the first free and voluntary act, for the uses and purposes therein set in the said instrument as the first free and voluntary act, for the uses and purposes therein set in the said instrument as th	signed and delivered
ertify	UIZEN and ELIZABETH VENHUIZEN , a Notary Public in and for said county and state do hereby co	STATE OF ILLINO I, The UP that EDWARD VENH
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Seal)	([seal)	
19W0Ť	ELIZYBETH VENHUIZEN -BOT	
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Seal)	d by Boitower and recorded with it.	in any rider(s) execute Witnesses:
pue'	ELOW, Borrower accepte and agrees to the terms and covenants contained in this Security Instrument	BK SIGNING BI
	te l'ider Condominium Rider 1-4 Family Rider	[Check applicable box X Adjustable Ra Graduated Pa Balloon Rider VA Rider
this	is Security Instrument. If one or more riders are executed by Borrower and recorded together with e covernants and agreements of each such rider shall be incorporated into and shall amend and suppler ecovernants and agreements of the rider(s) were a part of this Security Instrument.	the resemination with troop.
	omestead. Bortower waives all right of homestead exemption in the Property.	H lo reviser of H

without charge to Borrower. Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums (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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

C28VENHUIZEN E

5293550

THIS FIXED/ADJUSTABLE RATE RIDER is made this 1st day of November, 2(0), 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 Old Kent Mortgage Company, A Michigan Corporation

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

5325 MARTHA LANE, CAK FOREST, IL 60452

[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 7.7500 provides for a change in the initial fixed rate to an adjustable interest rate, as 101'ows:

%. The Note also

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 December 1, 2005, and the adjustable interest rate I will pay may change on that

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - 1 YEAR TREASURY INDEX- Single Family - Fannie Mae Uniform Instrument

MP-843U (9705)

Form 3182 5/94

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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, 25 m de 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 lide; 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 Charge Date, the Note Holder will calculate my new interest rate by adding Two and Three / Quarters percentage point(s)

(2.7500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of the 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 determ ne 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 9.7500 % or less than 5.7500 %. 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 paying for the preceding 12 months. My interest rate will never be greater than 12.7500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will ray 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 the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate 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 notice.

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

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS.

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property of 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 nucl 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.

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

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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 transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the postice 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 Sorrower.

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

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