3244/0202 92 001 Page 1 of 2000-05-10 12:55:54 Cook County Recorder 41.50

#### AFTER RECORDING MAIL TO:

ABN AMRO Mortgage Group, Inc.

P.O. Box 5064 Troy, MI 48007-3703

AP# LESAGE M7528655 LN# 0007528655

-[Space Above This Line For Recording Data]

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 27, 2000

County, Illinois.

. The mortgagor is

Marc J. LeSage, Divorced not Remarried

("Borrower"). This Security Instrument is given to ABN AMRO Mortgage Group, Inc., a Delaware , which is organized and Corporation the state of Delaware , and whose address is existing under the laws of 4242 N. Harlem Ave., Norridge, IL 60706 ("Lender"). Borrower owes Lender the principal sum of Five Hundred Thirty Two Thousand Dollars and no/100 (U.S. \$532,000.00 ). 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 May 1, 2030. This Security Instrument secures to Lender: (a) the and payable on May 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, Borrowar does hereby mortgage, grant and convey to Lender the following described property located in Cook

05-28-113-019 .

05-28-113-020

which has the address of

2022 Kenilworth Avenue [STREET]

Wilmette [CITY]

Illinois

60091

("Property Address");

[ZIP CODE] ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT

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BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the the "Property." also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall

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

**LN#** 0007528655

encumbrances of record. Borrower warrants and will defend generally the title to the Property against all right to mortgage, grant and convey the Property and that the Property is unencumbered, except for

claims and demands, subject to any encumbrances of record.

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

UNITURM COVENANTS. Borrower and Lender covenant and agree as follows:

**AP#** LESAGE, M7528655

charges due un ter the Note. pay when aut the principal of and interest on the debt evidenced by the Note and any prepayment and late 1. Payrient of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly

U.S.C. § 2601 et seq. ("RESPA"), unless and her law that applies to the Funds sets a lesser amount. If so, maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlernent Procedures Act of 1974 as amended from time to time, 12 called "Escrow Items." Lender may, at s.ny time, collect and hold Funds in an amount not to exceed the mortgage insurance premiums, it any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly Instrument as a lien on the P crarty; (b) yearly leasehold payments or ground rents on the Property, if any; full, a sum ("Funds") for (2) yearly taxes and assessments which may attain priority over this Security Borrower shall pay to Lencer on the day monthly payments are due under the Note, until the Note is paid in Subject to applicable law or to a written waiver by Lender, 2. Funds for Tayes and Insurance.

expenditures of future Escrow Items or otherwise in accordance with applicable law. may estimate the amount of Funds due on the oasis of current data and reasonable estimates of Lender may, at any time, collect and hold Funds in amount not to exceed the lesser amount. Lender

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

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall

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

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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 cents, 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 furrish 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. Ec. rower 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 at d 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 secure 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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cause for the inspection.

Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable Lender or its agent may make reasonable entries upon and inspections of the 9. Inspection.

between Borrower and Lender or applicable law.

reserve, until the requirement for mortgage insurance ends in accordance with any written agreement Borrower shall pay the premiums required to maintain mortgage insurance in effect, or 15 provide a loss Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that these payments as a loss reserve in lieu of mortgage insurance. Loss reserve paymerts may no longer be Borrower when the insurance coverage lapsed or ceased to be in effect. Lender vin accept, use and retain Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Lender. If substantially equivalent mortgage insurance coverage is not svaliable, Borrower shall pay to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage 8. Mortgage Insurance. If Lender required mortgag in surance as a condition of making the loan

interest, upon notice from Lender to Borrower requesting payment. amounts shall bear interest from the date of disoursernent at the Note rate and shall be payable, with secured by this Security Instrument. Unless Borrowe and Lender agree to other terms of payment, these

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower

under this paragraph 7, Lender does not have to do so. reasonable attorneys fees and entering on the Property to make repairs. Although Lender may take action any sums secured by a lien which has rejority over this Security Instrument, appearing in court, paying protect the value of the Property and Langer's rights in the Property. Lender's actions may include paying forfeiture or to enforce laws or 'equilations', then Lender may do and pay for whatever is necessary to agreements contained in this sourcity 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 7. Protection of Lerder's Rights in the Property. If Borrower fails to perform the covenants and

leasehold and the fee ine shall not merge unless Lender agrees to the merger in writing. Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the Borrower's occulancy of the Property as a principal residence. If this Security Instrument is on a leasehold, connection win the loan evidenced by the Note, including, but not limited to, representations concerning information of statements to Lender (or failed to provide Lender with any material information) in shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this default it any forteiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan

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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  $c_1$  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 of ierv ise 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 of amortization of the surns secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. 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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sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage,

notice will also contain any other information required by applicable law. name and address of the new Loan Servicer and the address to which payments should be made. The notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower viil be given written the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer result in a change in the entity (known as the "Loan Servicer") that collects monthly Layments due under this Security Instrument) may be sold one or more times without prior notice to Fortower. A sale may

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with acceleration under paragraph 17. effective 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 Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, due under this Security instrument and the Note as if no accurred; (b) cures any default of this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing

days (or such other period as applicable law may specify for reinstatement) before sale of the Property right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 18. Borrower's Right to Reinstate. If Forrower meets certain conditions, Borrower shall have the

without further notice or demand on Borrower. to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument Borrower must pay all sums securer by this Security Instrument. If Borrower fails to pay these sums prior provide a period of not less than 20 days from the date the notice is delivered or mailed within which If Lender exercises this colion, Lender shall give Borrower notice of acceleration. The notice shall

be exercised by Lender if e. ercise is prohibited by federal law as of the date of this Security Instrument. immediate payment in ull of all sums secured by this Security Instrument. However, this option shall not Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require

any interest in I is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and 17. Trains' st of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or

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

end the provisions of this Security Instrument and the Note are declared to be severable. of this Security Instrument or the Note which can be given effect without the conflicting provision. To this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions law of the jurisdiction in which the Property is located. In the event that any provision or clause of this 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the

shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any notice shall be directed to the Property Address or any other address Borrower designates by notice to delivering it or by mailing it by first class mail unless applicable law requires use of another method. The Any notice to Borrower provided for in this Security Instrument shall be given by

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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 aspestos 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, eafety 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, for colosure 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 main recolose 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 bear(es)]

X Adjustable Rate Rider	Condominium Rider	14 Family R	ider
Graduated Payment Rider	Planned Unit Development Ric	der 🗌 Biweekly Payı	ment Rider
Balloon Rider	Rate Improvement Rider	Second Home	Rider
Other(s) [specify]	☐ IHDA Rider		

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Given under my hand and official seal, this 27th day of April , 2000.  y commission expires:
If forth. Given under my hand and official seal, this $27th$ day of April 1, $2500$ .
to the
ersonally known to me to be the same person(s) whose name(s) $1S$ subscribed to the foregoing strument, appeared before me this day in person, and acknowledged that $he^{She}$ signed and submodule said instrument as $h^{1}S/her$ free and voluntary at for the uses and purposes therein
I, the undersigned and state do seed for said county and state do seed to said county and state do seed to seed seed seed to seed seed to seed seed to seed seed seed seed seed seed seed see
TATE OF Illinois Courty ss:
-BORROWER Line For Acknowledgment
HAWOHHOR-  (JAEA)  HEROPHOR-  (JAEA)  HEROPHOR-  (JAEAL)  HEROPHOR-  (JAEAL)  HEROPHOR-  HEROPHOR-
(SEAL)
(JA38) H3WORRO8-
-BORROWER
rough 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.  (SEAL)  (SEAL)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1

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AP# LESAGE.M7528655

LN# 0007528655

#### FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index--Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 27th day of April, 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:

2022 Kenilworth 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 rurther covenant and agree as follows:

#### A. ADJUSTABLE RATE AND MOLITHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.7500 %. 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 May, 2003 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 Two and Three / Quarters percentage points ( 2.7500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth or 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 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

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

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paying for the preceding 12 months. My interest rate will never be greater than 13,7500 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of 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.

### B. TRANSFEF. OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

Transfer of the croperty 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 optical 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 50 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.

2. WHEN 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 DESCRIBED IN SECTION 51 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 this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if:

(a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender 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.

MULTISTATE FIXED/ARM RIDER-1 YR TREASURY INDEX-Single Family-FNMA Uniform Instrument ISC/CRID\*\*//0195/3182(0594)-L Page 2 of 3 Form 3182 5/94

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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.

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