

**Illinois Anti-Predatory  
Lending Database  
Program**

**Certificate of Compliance**

**Report Mortgage Fraud  
800-532-8785**

19396905

The property identified as: **PIN: 14-33-324-045-0000**

**Address:**

**Street:** 1721 N FERN CT

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60614

**Lender:** Green Tree Servicing LLC

**Borrower:** S. Trigg Thorstenson, Kimberly J. Thorstenson

**Loan / Mortgage Amount:** \$240,900.00

Pursuant to 765 ILCS 77/70 et seq., this Certificate authorizes the County Recorder of Deeds to record a residential mortgage secured by this property and, if applicable, a simultaneously dated HELOC.

**Certificate number:** FCFA3AF2-BF29-4C07-88F1-C88DC61DB917

**Execution date:** 04/09/2015

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

When recorded, return to:  
Green Tree Servicing LLC, c/o Indecomm Global Services  
1260 Energy Lane  
St. Paul, MN 55108

This instrument was prepared by:  
Mohamed Zabiulla  
Green Tree Servicing LLC  
1100 Virginia Drive, Suite 100A  
Fort Washington, PA 19034

Title Order No.: 19396905

LOAN #: 130784140

(3) (Date of this Lien For Recording Date)

## MORTGAGE

MIN 1008090-0000056597-9  
MERS PHONE #: 1-888-679-6377

... together with all  
... defined in Sections 2, 11, 13  
... also provided in Section 18  
... April 9, 2015,  
... together with all  
... **S. Trigg Thorstenson and Kimberly J. Thorstenson, Husband and Wife, not as Tenants in  
Common and not as Tenants in Common but as Tenants by the Entirety.**

... MERS is the mortgagee under this Security Instrument.

Initials: **ST KT**  
04/02/2015 09:19 AM PST



# UNOFFICIAL COPY

LOAN #: 130784140

This document is a copy of the original instrument recorded in Cook County, Illinois. It is a true and correct copy of the original instrument and is not subject to the provisions of the Illinois Uniform Electronic Transactions Act (UETA).

**Green Tree Servicing LLC**

**Green Tree Servicing LLC**, a **Corporation**,  
**Delaware**,  
**Saint Peter Street, Saint Paul, MN 55102**

is located and existing under the laws of  
Minnesota with its principal office address at **1400 Landmark Towers, 345**

This document is a copy of the original instrument recorded in Cook County, Illinois, dated **April 9, 2015**. The Note  
number is **TWO HUNDRED FORTY THOUSAND NINE HUNDRED AND NO/100 \*\*\*\*\***  
\*\*\*\*\* Dollars (U.S. \$**240,900.00**) \*\*\*\*\*

**May 1, 2045.**

- First Home Rider
- Second Home Rider
- Other (specify)

This document is subject to the laws of the State of Illinois and the laws of the United States of America. The laws of the State of Illinois and the laws of the United States of America shall govern the interpretation and enforcement of this document.

The borrower hereby agrees to pay to the lender the principal amount of the loan plus interest and all other charges, including taxes, fees, assessments, and other charges, as a condition of this loan.

The borrower agrees to pay to the lender the principal amount of the loan plus interest and all other charges, including taxes, fees, assessments, and other charges, as a condition of this loan.

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Initials: **STL**  
 04/02/2015 09:19 AM PST  
 ILEDDL





# UNOFFICIAL COPY

**LOAN #: 130784140**

... payments made by Borrower shall not be sufficient to bring the Loan current. Lender may ... Lender may ... to bring the Loan current, without waiver of any rights hereunder, or ... payments in the future, but Lender is not obligated to apply such ... If each Periodic Payment is applied on or after its scheduled due date ... Lender may hold such unapplied funds and Borrower makes ... within a reasonable period of time. Lender shall either ... If not applied earlier, such funds will be applied to the outstanding principal ... No offset or claim which Borrower might have now or in the future shall be asserted against Lender for any payments due under the Note and this Security Instrument ...

**Order of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied to the Loan shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) any amount due under Section 3. Such payments shall be applied to each Periodic Payment in the following order: (a) late charges; (b) any other amounts due under the Note; (c) the amount necessary to reduce the principal balance of the Note.

... Periodic Payment which includes a sufficient amount ... may be applied to the delinquent payment and the late charge. If more than one periodic payment is received and only one payment received from Borrower to the repayment of the loan, the amount due out of the one payment can be paid in full. To the extent that any excess exists after the amount due out of the one payment is paid, such excess may be applied to any late charges or any prepayment charges as then as described in the Note. Any amount of proceeds or Miscellaneous Proceeds in principal due under the Note shall be applied first to the amount of the Periodic Payments.

**Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note ... Funds for Escrow Items shall be provided for payment of amounts due in: (a) taxes and assessments ... (b) premiums for any and all insurance required by Lender ... (c) any other items payable by Borrower to Lender in lieu of ... These items, and called "Escrow Items," shall be provided during the term of the Loan. Lender may require that Community Association ... shall pay and be responsible for all Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items at any time. Borrower shall pay directly when and where payable, ... if Lender requires, ... Borrower's obligation to provide payment without such time period as Lender may require. Borrower's obligation to provide receipts shall for all purposes be deemed to be a covenant and agreement of Borrower in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower fails to pay the amount due for any or all Escrow Items pursuant to a waiver and Borrower fails to pay the amount due for any or all Escrow Items, Lender may revoke the waiver as to any or all Escrow Items and upon such revocation, Borrower shall pay to Lender the amount of the Escrow Items then required under this Section 3.

... sufficient to permit Lender to apply the Funds at the time and in the manner to expend the maximum amount a lender can require under RESPA. Lender shall not charge the Borrower on the basis of current data and reasonable estimates of expenditures of future ...

... insured by a federal agency, instrumentality, or entity ... Lender shall not charge the Borrower on the basis of current data and reasonable estimates of expenditures of future ...

Initials: *[Signature]*  
HREF: 1212  
ILEDL  
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# UNOFFICIAL COPY

LOAN #: 130784140

... Lender shall not be required to ... Borrower and Lender do agree in writing, however, that interest ... Lender shall provide Borrower, without charge, an annual accounting of the Funds as required ...

... Lender shall account to Borrower for the ... Lender shall not be required to ... Lender shall provide Borrower, without charge, an annual accounting of the Funds as required ...

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Initials: STY KSI  
REF: 1212  
ILEDEDL  
04/02/2015 09:19 AM PST





# UNOFFICIAL COPY

**LOAN #: 130784140**

The Borrower understands that the mortgage is a lien on the Property and that any and all existing mortgages on the Property are being paid by the Borrower. The Borrower understands that the mortgage is a lien on the Property and that any and all existing mortgages on the Property are being paid by the Borrower. The Borrower understands that the mortgage is a lien on the Property and that any and all existing mortgages on the Property are being paid by the Borrower.

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# UNOFFICIAL COPY

**LOAN #: 130784140**

to make any repairs, or to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated, and to receive a refund of any Mortgage Insurance premiums that were paid for the term of such cancellation or termination.

**Miscellaneous Proceeds: Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall inure to the benefit of Lender.

The net proceeds of any sale of the Property and all proceeds shall be applied to the satisfaction or release of the Property if the net proceeds of such sale are not sufficient and a deficiency liability is not incurred. In the event such repair and/or restoration work is necessary, Lender may, at its option, employ a contractor to perform such work. If Lender has had an opportunity to inspect such Property and the contractor is not licensed, Lender shall have the right to require that such inspection shall be undertaken promptly. If the contractor is not licensed, Lender may require the contractor to obtain a license or to complete the work in a series of proper payments at the worksite. Lender may, at its option, require that the contractor obtain an applicable License, requires a trust for the proceeds of such Miscellaneous Proceeds. If the contractor is not licensed, Lender may pay the contractor any amount or amounts on such Miscellaneous Proceeds. If the contractor is licensed, Lender may, at its option, require that the contractor obtain a license or to complete the work in a series of proper payments at the worksite. If the contractor is not licensed, Lender may pay the contractor any amount or amounts on such Miscellaneous Proceeds. If the contractor is licensed, Lender may, at its option, require that the contractor obtain a license or to complete the work in a series of proper payments at the worksite.

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**Borrower Not Released From Forfeiture By Lender Not a Waiver.** Extension of the time for payment of any amount due by Borrower to Lender or any other party shall not constitute a release of the liability of Borrower or any Successors in Interest of Borrower to Lender or any other party. Lender's acceptance of payments from third parties shall not constitute a release of the liability of Borrower or any Successors in Interest of Borrower to Lender or any other party. Lender's acceptance of payments from third parties shall not constitute a release of the liability of Borrower or any Successors in Interest of Borrower to Lender or any other party.



# UNOFFICIAL COPY

**LOAN #: 130784140**

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that the obligations and liability shall be joint and several. However, only Borrower who co-signs this Security Instrument shall be deemed to co-sign the Note (a) co-signer (a) in co-signing this Security Instrument only to the legal and equitable interests in the Property under the terms of this Security Instrument (c) is not personally obligated to pay the debt secured by this Security Instrument, and (d) agrees that Lender and any other Borrower can enforce the debt secured by this Security Instrument or make any other conditions with regard to the terms of this Security Instrument or the Property under the terms of this Note.

Lender and any other Borrower who assumes Borrower's obligations under this Security Instrument and a separate by Lender shall obtain all of Borrower's rights and benefits under this Security Instrument and shall not be released from Borrower's obligations and liability under this Security Instrument. Lender agrees to sign, in whole or in part, in writing. The covenants and agreements of this Security Instrument shall survive the termination of this Security Instrument in Section 20, and benefit the successors and assigns of Lender.

**14. Lien of Charge.** Lender shall charge Borrower's fees for services performed in connection with Borrower's default under this Security Instrument and interest in the Property and rights under this Security Instrument including, but not limited to, attorneys' fees, court costs, inspection and appraisal fees. In regard to any other fees, the absence of express language in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may charge fees that are expressly prohibited by this Security Instrument or by applicable law.

Interest is added to the total due maximum loan charges, and that law is finally interpreted so that the interest charges and charges added to the loan are collected in connection with the Loan exceed the permitted limits then (a) Lender may charge the amount necessary to reduce the charge to the permitted limit; and (b) any amount charged from Borrower's Loan that exceeds permitted limits will be refunded to Borrower. Lender may refund the overcharge and principal by the proceeds allowed under the Note or by making a direct payment to Borrower. If Lender chooses not to refund the overcharge, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund means that Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower if sent by first class mail or by other means actually delivered to Borrower's notice address if sent by other means. Notice by any other means shall constitute notice to all Borrowers unless applicable law expressly requires otherwise. The notice address shall be the Mailed Address unless Borrower has designated a substitute notice address by notice to Lender in writing. If Lender specifies a procedure for changing Borrower's notice address, then Borrower shall only report a change of address through that specified procedure. Borrower shall only designate a substitute notice address under this Security Instrument at any one time. Any notice required by this Security Instrument may be delivered or by making it by first class mail to Lender's address stated herein unless the notice is required to be delivered to Borrower. Any notice in connection with this Security Instrument shall be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly prohibit, restrict, or waive the enforcement of it might be silent, but such silence shall not be construed as a prohibition against enforcement as long as the subject that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law and such conflict does not affect other provisions of this Security Instrument or the Note can be given effect without the conflicting provision.

As used in this Security Instrument (a) words of the masculine gender shall mean, and include corresponding neuter and feminine gender, and words of the singular shall mean and include the plural and vice versa, and (b) words of the passive shall be action without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18 "Interest in the Property" means any legal or beneficial interest in the Property including, but not limited to, those beneficial interests

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**LOAN #: 130784140**

...condition of the Property as provided that relate to the Property and environmental protection. (1) The Borrower shall be responsible for the maintenance, repair, replacement, or removal of any hazardous substance or pollutant or contaminant in, on, or under the Property that has caused, contributed to, or otherwise triggered an environmental condition.

(2) The Borrower shall be responsible for the prevention, containment, cleanup, or release of any Hazardous Substance, pollutant, or contaminant in, on, or under the Property. Borrower shall not allow anyone else to perform any activity on the Property that may violate any Environmental Law, the breach of which creates an environmental condition, or that may cause or contribute to the release of any Hazardous Substance, pollutant, or contaminant in, on, or under the Property. This section shall not apply to the presence of any Hazardous Substance, pollutant, or contaminant in, on, or under the Property that is not a Hazardous Substance, pollutant, or contaminant as defined by the applicable laws and regulations, including but not limited to, hazardous waste as defined in the applicable laws.

(3) The Borrower shall be responsible for the prevention, containment, cleanup, or release of any Hazardous Substance, pollutant, or contaminant in, on, or under the Property and any Hazardous Substance or pollutant or contaminant in, on, or under the Property that is not a Hazardous Substance, pollutant, or contaminant as defined by the applicable laws and regulations, including but not limited to, hazardous waste as defined in the applicable laws. (b) The Borrower shall be responsible for the prevention, containment, cleanup, or release of any Hazardous Substance, pollutant, or contaminant in, on, or under the Property that is not a Hazardous Substance, pollutant, or contaminant as defined by the applicable laws and regulations, including but not limited to, hazardous waste as defined in the applicable laws. (c) The Borrower shall be responsible for the prevention, containment, cleanup, or release of any Hazardous Substance, pollutant, or contaminant in, on, or under the Property that is not a Hazardous Substance, pollutant, or contaminant as defined by the applicable laws and regulations, including but not limited to, hazardous waste as defined in the applicable laws. Borrower shall promptly take all necessary and appropriate actions to comply with Environmental Laws and regulations and shall have an obligation to render assistance to any governmental authority.

Section 22. **Acceleration.** Lender shall give Borrower and Lender notice of acceleration and it shall be as follows:

22.1. Acceleration for cause. 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 Section 12.1.1. Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) the 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 debt secured by this Security Instrument, foreclosure by judicial proceeding and sale of the property for the debt, and the right to inform Borrower of the right to reinstate after acceleration and the right to assert defenses or proceedings for non-existence of a default or any other defense of Borrower to acceleration after acceleration. If a cure is not completed on or before the date specified in the notice, Lender at its option may commence foreclosure proceedings and sale of all assets secured by this Security Instrument without further demand and without notice of this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of litigation.

22.2. Acceleration for non-payment. Lender shall release this Security Instrument if Borrower makes all payments due. Lender may charge Borrower a fee for releasing this Security Instrument and for all other services rendered and the charging of the fees is permitted under applicable law.

22.3. Waiver of defense. In accordance with applicable law, the Borrower hereby releases and waives all rights under applicable law to challenge the acceleration of this Security Instrument.

22.4. Borrower's obligation of protection Insurance. Unless Borrower provides Lender with evidence of the Borrower's obligation to maintain protection insurance, Lender may purchase insurance at Borrower's expense to protect the lender's interest in the Borrower's collateral. This insurance may not need to protect Borrower's interest in the collateral. If the lender does not pay for any amount of default Borrower's interest or any duty that is made payable to the lender or the lender's obligee, then the amount of any insurance purchased by Lender and the cost of that insurance shall be borne by the Borrower. Borrower will be responsible for the costs of that insurance. If the lender does not pay for the cost of the insurance, Lender may replace the insurance with the placement of the insurance until the lender is satisfied with the replacement of the insurance. The cost of the insurance may be added to the debt secured by this Security Instrument. The cost of the insurance may be more than the cost of insurance that would have been required to cover the debt.

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**LOAN #: 130784140**

I, (Name of Debtor), hereby certify that I, (Name of Debtor), agree to the terms and covenants contained in this Security Instrument and I hereby certify that I am not a partner with:

S Trigg Thorstenson  
S. TRIGG THORSTENSON

4/9/2015 (Seal)  
DATE

Kimberly J Thorstenson  
KIMBERLY J. THORSTENSON

4.9.2015 (Seal)  
DATE

State of FLORIDA  
County of SARASOTA

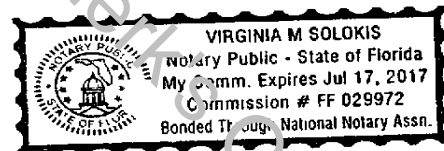
The foregoing instrument was acknowledged before me this APRIL 9, 2015 (date) by S. TRIGG THORSTENSON AND KIMBERLY J. THORSTENSON (name of person acknowledged).

Virginia M Solokis  
(Signature of Person Taking Acknowledgement)

Notary Public (Title or Rank)

FF 029972 (Serial Number, if any)

Lender: Green Tree Servicing LLC  
NMLS ID: 1057  
Loan Originator: John Scott Groves  
NMLS ID: 32566



# UNOFFICIAL COPY

**LOAN #: 130784140**  
**MIN: 1008090-0000056597-9**

**FIXED/ADJUSTABLE RATE RIDER**  
(2015) (1) Year Index (As Published in The Wall Street Journal)-Rate Caps)

THIS **FIXED/ADJUSTABLE RATE RIDER** is made this **9th** day of **April, 2015**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Lease of Trust, or Security Deed (the "Security Instrument") previously furnished by the undersigned ("Borrower") to secure Borrower's Fixed-Rate Home Mortgage (the "Mortgage") to **Green Tree Servicing LLC** (Lender) located at **1721 North Fern Court, Chicago, IL 60614**.

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

**ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial fixed interest rate of **2.875%**. The Note also provides for the change of the initial fixed rate to an adjustable interest rate as follows:

**ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the **1st** day of **May, 2020**, and the adjustable interest rate I will pay may change on the 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."

On the first Change Date, my adjustable interest rate will be based on an Index. The Index is the average of interbank offered rates for one-year U.S. dollar deposits in the London market ("LIBOR"), as published in **The Wall**



# UNOFFICIAL COPY

**LOAN #: 130784140**

Special Adjustment. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

Beginning 30 days before the Change Date, the Note Holder will choose a new index that is available in the market. Information for Note Holder will give me notice of this choice.

**(D) Basis for Interest Changes**

Starting on the Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND ONE-FOURTH** percentage point(s) (**2.250 %**) to the Current Index. The Note Holder will then round the result of this addition to the nearest 1/8th of a 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 pay off the loan and repay the unpaid principal that I am expected to owe at the Change Date in 12 months. I shall then pay at my new interest rate in substantially equal payments. The result of this calculation will be my new amount of my monthly payment.

**(E) Limits on Interest Rate Changes**

My new interest rate on my payment due at the first Change Date will not be greater than **7.875 %** or less than **2.250 %**. Therefore, my adjustable interest rate will never be greater or less than any of the Change Date by more than

**TWO** percentage point(s) (**2.000 %**) from the rate of interest then being paid for the preceding **12** months; My interest rate will never be greater than **7.875 %** which is called the "Maximum Rate."

**(F) 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 and the amount of my monthly payment changes again.

**(G) Notice of Changes**

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

**(H) TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

If I am a Borrower, if my initial fixed interest rate changes to an adjustable interest rate under the terms set forth in Section A above, Uniform Covenant 13 of the Security Instrument shall read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Covenant 13, "transfer of the property" means any legal or beneficial interest in the property, including, but not limited to, these beneficial interests transferred by mortgage, deed, contract for deed, installment sales contract or escrow.



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agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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 18 of the Security Instrument described in Section 15 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond, deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. 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.

In the event 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

NEIL FISHER FIXED/ADJUSTABLE RATE RIDER WS.1 One-year LIBOR-Sage Family-Fannie Mae Uniform Instrument  
 Form 1007-801  
 Ellie Mae, Inc.

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under the Note and in the Security Instrument, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

Lender shall have the option to require immediate payment in full. Lender shall give Borrower notice of acceleration. The notice shall provide a period of ninety (90) days from the date the notice is given in accordance with Section 1.2 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 exercise any remedies permitted by this Security Instrument without further notice to Borrower.

By signing and executing this Security Instrument, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
S. TRIGG THORSTENSON

4/9/2015 (Seal)  
DATE

  
KIMBERLY J. THORSTENSON

4.9.2015 (Seal)  
DATE



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## Exhibit A

### LEGAL DESCRIPTION

The following described property:

Lot 8 (except the East 66 feet thereof) in C.J. Hulls Subdivision of Block 51 in Canal Trustee's Subdivision of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Assessor's Parcel No: 14333240450000

Property of Cook County Clerk's Office