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Amended 5/91
Form 3014 9/90

ILLINOIS Single Family - Family Maes/Freddie Mac UNIFORM INSTRUMENT VMP MORTGAGE FORMS 131293-B100 (800)521-7281 W-ER(1L) (9109) 6602363

Page 1 of 6

which has die address of 434 ~~XXXXXX~~ ILLINOIS

(Street, City).

ZIP Code (Property Address): 60090

WHEELING

COURT

IRVINE

ILLINOIS which has die address of 434 ~~XXXXXX~~ ILLINOIS

OF THE SOUTHWEST CORNER THEREOF, IN COOK COUNTY, ILLINOIS
LINE HAVING A RADIUS OF 60.0 FEET), AN ARC DISTANCE OF 19.50 FEET NORTHEASTELY
34.74 FEET TO THE POINT ON THE SOUTHEASTELY LINE OF SAID LOT 4 BEING A CURVED
09 SECONDS EAST 2.38 FEET, THENCE SOUTH 35 DEGREES 40 MINUTES 07 SECONDS EAST
FEET EAST OF THE NORTHWEST CORNER THEREOF, THENCE SOUTH 27 DEGREES 29 MINUTES
DESCRIBED LINE, BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 4, 102, 79
MAY 25, 1979 AS DOCUMENT 24976095, LYING SOUTHWESTLY OF THE FOLLOWING
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11
THAT PART OF LOT 4 IN MARIETTA UNIT NUMBER 1, BEING A RESUBDIVISION OF THE
TAX ID #: 03-09-407-079 COOK County, Illinois
Note. For this purpose, Borrower does hereby acknowledge, grant and convey to Lender the following described property located in
this Security instrument; and (c) the performance of Borrower's covenants and agreements under this Security instrument and the
modifications of this Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of
instrument secured to Lender; (a) the repayment of the debt evidenced by this Note, with interest, and all renewals, extensions and
payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2022. This Security
This debt is evidenced by Borrower's note dated the same date as this Security instrument ("Note"), which provides for monthly
payments, which the full debt, if not paid earlier, due and payable on APRIL 1, 2022.

EIGHTY EIGHT THOUSAND FIVE HUNDRED & 00/100 Dollars (\$88,500.00).
Borrower owes Lender the principal sum of
which is organized and existing under the laws of THE STATE OF ILLINOIS
and whose address is BUFFALO GROVE AT BUFFALO GROVE ROAD
("Borrower"). Borrower owes Lender the principal sum of
which is organized and existing under the laws of THE STATE OF ILLINOIS
and whose address is BUFFALO GROVE, IL 60089

BANK OF BUFFALO GROVE , A CORPORATION OF ILLINOIS
("Borrower"). This Security instrument is given to SUSAN B., LARSON, HIS WIFE,

DAVID A. LARSON and SUSAN B., LARSON , ALSO KNOWN AS SUSAN LARSON, HIS WIFE,
THIS MORTGAGE ("Security instrument") is given on MARCH 16th, 1992
The mortgagor is

Reccord to have borrower intitiale index on arm rider

MORTGAGE

[Space Above This Line For Recording Data]

92524562

92187267 1992 MAR 30 PM 1:03 1992 JULY 17 AM 10:31
1901 SOUTH MYERS ROAD, SUITE 300 OAKBROOK TERRACE, IL MIDWEST MORTGAGE SERVICES INC.

PREPARED BY AND MAILED TO: PREPARED BY AND MAILED TO:
LOAN # 6602363 0 1992

792187267 1992 JULY 17 AM 10:31

782305 Shirley F

7334697 E/

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized 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 against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument 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 prepayment 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 Note, until the Note 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 flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 9, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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 Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding 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. 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 held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any 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 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.

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.

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Any amounts distributed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest upon notice from Lender to Borrower requesting payment.

7. Protection of 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 may take action under the paragraphs above and enter upon the Property to make repairs. Although Lender may take action under paragraph 7, Lender

Liabilities: Landlord and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the mandatory payments referred to in paragraphs 1 and 2 or change the amount of the payments, if under paragraph

by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Securing the air seal by insulating them, whether or not they are, will *any* excess heat to insulate them. In addition, adding

Unigas Leander and Barravuer 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 Leander's security is not lessened. If the restoration or repair is not economically feasible or Leander's security would be lessened, the insurance proceeds shall be applied to the sum received by the Unigas Leander and Barravuer which any excess paid to Barravuer. If Barravuer abandons the

premiums and renewals. In the event of loss, Bortowcer shall give prompt notice to the insurance carrier and Lemire. Lemire may make proof of loss if not made promptly by Bortowcer.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals if Lender requires. Borrower shall promptly give to Lender all receipts of payment made to Lender, savings, or trust accounts.

3. **Hazard or Property Insurance.** Homeowner shall keep the improvements now existing or erected on the property insured against damage by fire, hazards mentioned above, and any other hazards, including floods, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods stipulated, for which Lender requires insurance. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, if Lender's opinion, obtainable without notice, differs from that of Borrower, and to maintain coverage described above, Lender may, at Lender's option, require reasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, require reasonably withheld.

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 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.

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

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

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W-OR(L) (9106)

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23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without clause to Borrower, Borrower shall pay any recording costs.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of this Security Instrument, unless otherwise provided in the note.

20. Removal or replacement of fixtures. Lender shall remove or replace fixtures at Borrower's expense if they interfere with the use of the property.

19. Sale of Note. If Borrower fails to pay the note, Lender may sell it to another at a public auction or by private sale.

18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have this Security Instrument rescinded at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for rescission) before sale of the property pursuant to any power of sale contained in this Security Instrument or (b) entry of a judgment entitling the Plaintiff to any sum due under 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 his 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.

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

15. 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.

14. 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 his option, require immediate payment in full of all sums secured by this Security Instrument.

13. 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 his option, require immediate payment in full of all sums secured by this Security Instrument.

12. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

11. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without clause to Borrower, Borrower shall pay any recording costs.

10. Removal or replacement of fixtures. Lender shall remove or replace fixtures at Borrower's expense if they interfere with the use of the property.

9. Sale of Note. If Borrower fails to pay the note, Lender may sell it to another at a public auction or by private sale.

8. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of this Security Instrument, unless otherwise provided in the note.

7. Transfer of the Property or any interest in it. Lender may, at his option, require immediate payment in full of all sums secured by this Security Instrument.

6. Transfer of the Property or any interest in it. Lender may, at his option, require immediate payment in full of all sums secured by this Security Instrument.

5. Lender exercises this option, Lender 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.

4. Transfer of the Property or any interest in it. Lender may, at his option, require immediate payment in full of all sums secured by this Security Instrument.

3. Transfer of the Property or any interest in it. Lender may, at his option, require immediate payment in full of all sums secured by this Security Instrument.

2. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without clause to Borrower, Borrower shall pay any recording costs.

1. Transfer of the Property or any interest in it. Lender may, at his option, require immediate payment in full of all sums secured by this Security Instrument.

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RE: A NY 111-2661

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:

Susan Larson

DAVID J. LARSON

(Seal)
Borrower

Susan Larson

SUSAN B. LARSON ALSO KNOWN AS SUSAN LARSON

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

STATE OF ILLINOIS,

County ss:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that David A. Larson and Susan B. Larson A/K/A Susan Larson personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 16th day of March, 1992.

My Commission Expires:

9-9-95

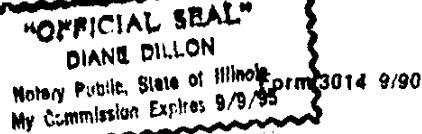
Diane Dillon

Notary Public

This Instrument was prepared by:

JENNIFER DEMIRO

REC'D (IL) 9106 RECORD AND RETURN TO: Page 6 of 6
MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181



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MULTISTATE PUD RIDER - Single Family - Family Mac UNIFORM INSTRUMENT Form 3150 9/90

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Form 3150 9/90

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the coverage to Lender.

D. Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage paid to Borrower.

E. Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security instrument, with

in the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security instrument, with

F. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the property is deemed satisfied to the extent that the required coverage is provided by the Owners' Association policy.

G. Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the

of the yearly premium installments for hazard insurance on the property; and

H. Lender waives the provision in Uniform Covenant 2 for the nonentity payment to Lender of one-twelfth

I. Hazards included within the term "extended coverage", that

J. Hazard Insurance. So long as the Owners' Association maintains, with a generally accepted insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and

K. Owners' Association. To the extent that the property which it satisfies to Lender and which provides

L. Hazard Insurance. Any equivalent document which creates the (i) associations (ii) articles of incorporation, trust instrument or

M. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constitution

N. PUD COVENANTS. In addition to the covenants and agreements made in the Security instrument,

O. Proceeds of Borrower's interest covering all of the uses, benefits

P. Managing the common areas and facilities of the PUD (the "Owners' Association") and the uses, benefits

Q. Name of Planned Unit Development

R. The Property is a part of a planned unit development known as

S. (the "Declaration").

T. The Property is located in certain common areas and facilities, as described in

U. (Property Address)

V. 1992, and is incorporated into and shall be deemed to land improved with a dwelling, together with other such

W. of the same date and covering the Property described in the Security instrument and located at

X. (the "Lender")

Y. BANK OF BURBANK GROVE, A CORPORATION OF ILLINOIS

Z. Borrower's Note to

A. Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure

B. THIS PLANNED UNIT DEVELOPMENT RIDER is made this 26th day of MARCH

C. PLANNED UNIT DEVELOPMENT RIDER

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Form 3150 06/6

Digitized by srujanika@gmail.com

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• 11 JOURNAL

• Lower

Flowers
(see) —

134005

BY SIGNING BELOW, BOTTOWER AGREES TO USE TERMS AND PROVISIONS CONTAINED IN THIS PURD RIDER.

F. Remedies. If Borrower does not pay P.D.U. dues and assessments within due, when Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower accrued by the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement to the date of payment.

(ii) any amendment to any provision of the "Consultation Document" if the provision is for the express benefit of Lenders;

(iii) any amendment to any provision of the "Consultation Document" if the provision is for the express benefit of professional management and assumption of self-management of the Owners;

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Company ineffective or ineffective.

provided in Uniform Coverage 10. E. Leader's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either pay down or subordinate the Property or consent to:

- (i) The abandonment or elimination of the PUD, except for abandonment or termination required by law in the case of subsurface destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

D. Condemnation. The proceeds of any award of claim for damages, direct or consequential, payable to

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Form 2452-1287
Page 1 of 2

VMP MORTGAGE FORMS - 1312/203-8100 (800)521-2281

MM-861A (8712)01

MULTISTATE ADJUSTABLE RATE RIDER-ARM PLAN 721/621 & 652/611-Single Family, Bank Note Instrument
so, The "Conversion Option" is my option to convert the fixed rate calculated under Section 5(B) below.

I have a Conversion Option that I can exercise unless I am in default of this Section 5(A) will not permit me to do

adjustable rate within limits to the fixed rate calculated under Section 5(B) below.

(A) Option to Convert to Fixed Rate

S. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

B. FIXED INTEREST RATE OPTION

given me and also the title and telephone number of a person who will answer any question I may have regarding the my monthly payment before the effective date of any change. The notice will include information required by law to be

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of

(F) Notice of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment

beginning on the first monthly payment date after the Change Date until the amount of my new monthly payment

(E) Effective Date of Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.550 %, which is called the "Maximum Rate".

paying for the preceding 12 months. My interest rate will never be greater than 12.550 %, from the date of increase or less than 4.550 %. Thereafter, my adjustable interest rate will never be increased or

(D) Limits on Interest Rates

The Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal due to owe at the Change Date in full on the maturity Date at my new interest rate in

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the

Change Date.

The Note Holder will then round the result of this addition to the next one-eighth of one percentage point (0.125%).

The Note Holder will then round the result of this addition to the next one-eighth of one percentage point (0.125%).

Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next

Change Date.

Information. The Note Holder will give me notice of this change.

If the Note is no longer available, the Note Holder will choose a new index that is based upon comparable

is called the "Current Index".

Beginning with the first Change Date, the most recent yield figure available as of the date 45 days before each Change Date by the Federal Reserve Board. The most recent yield figure available as of the date 45 days before each Change Date

weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available

(B) The Index

"Change Date," THE INITIAL INDEX VALUE FOR THIS LOAN IS 4.410% ~~4.410%~~ ~~4.410%~~ ~~4.410%~~ SBL

and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a

The adjustable interest rate I will pay may change on the first day of APRIL , 19 95 .

(A) Change Dates

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.550 %, The Note provides for changes in

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

Borrower and I agree further covenant and agree as follows:

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security instrument,

C. CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

RATE AND THE MAXIMUM RATE THE BORROWER MUST PAY, THE NOTE ALSO

BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME

RATE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST

[Proprietary Address]

434 ~~XXXXXX~~ COURT WHEELING, ILLINOIS 60090

of the same date and covering the property described in the Security instrument and located at
BANK OF BEEFRAZI BROWNE, A CORPORATION OF ILLINOIS
"Borrower") to secure Borrower's Adjustable Rate Note ("Note") to
Mortgagee, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the
"Lender")

THIS ADJUSTABLE RATE RIDER is made this 16th day of MARCH

(1) Year Treasury Index-Rate Caps-Fixed Rate Conversion Option

ADJUSTABLE RATE RIDER

UNOFFICIAL COPY

The conversion can only take place on (1) if the first Change Date is 21 months or less from the date of this Note, the third, fourth or fifth Change Date, or (2) if the first Change Date is more than 21 months from the date of this Note, the first, second or third Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate also is called the "Conversion Date." I can convert my interest rate only on one of these Conversion Dates.

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so at least 15 days before the next Conversion Date; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$ 100.00 - - - ; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

(C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

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

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is 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.

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.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C.1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, 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.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

(Seal)
Borrower

DAVID A. LARSON

(Seal)
Borrower

(Seal)
Borrower

SUSAN B. LARSON ALSO KNOWN AS
SUSAN LARSON

52524562