

# UNOFFICIAL COPY

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1-800-323-3000 • Fax: 312-733-1000  
Product 44713

92-237636

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 15, 1959.

19. The mortgagor is John J. Kilkenny, a single man, of Hoffman Estates, Illinois, whose address is 4003 Algonquin Road, and whose Social Security number is 43-000-0000, and whose date of birth is March 10, 1923. The mortgagor is herein referred to as the "Borrower". This Security Instrument is given to First National Bank of Chicago, which is organized and existing under the laws of Illinois, with its principal office at 30 South LaSalle Street, Chicago, Illinois, and whose address is 30 South LaSalle Street, Chicago, Illinois, and whose Social Security number is 43-000-0000, and whose date of birth is March 10, 1923, and who is herein referred to as the "Lender". Borrower owes Lender the principal sum of \$13,500.00 Dollars (U.S. \$13,500.00). 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 July 15, 1979. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Hoffman Estates, Illinois.

**LOT 6 IN BLOCK 115 IN HOFFMAN ESTATES IX, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 15, 1959 AS DOCUMENT NUMBER 17598743, IN COOK COUNTY, ILLINOIS.**

Permitment Tax Index No. 41-116-203-00

4003 Algonquin Road

dot tract 100-100

which has the address of

(Street)

(Street)

(Street)

Illinois

(Zip Code)

("Property Address").

33-0000

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.

ILLINOIS—Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Form 3014 9/90 (page 1 of 6 pages)

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2. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the property against loss by fire, hazards included within the term "extended coverage," and any other hazards, the property insuring losses by fire, hazards included within the term "extended coverage," and any other hazards, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

3. **Liens.** Borrower shall promptly discharge any lien which has priority over this Security instrument to the paying of notes due under the Note.

4. **Charges.** Lender, Borrower shall pay all taxes, assessments, charges, fines, and impositions deductible to the property which may attain priority over this Security instrument, and described payments demand rents, if any, Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in full within ten days, Borrower shall pay all amounts payable under the Note.

5. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any principal due, and last, to any late charges due under the Note.

6. **Waiver of Secured Instrument.** If funds held by Lender shall be deposited in the name of another, prior to the acquisition of the Note, no late charge may be levied on sums so used by this Security instrument.

If the funds held by Lender exceed the amount necessary to make up the deficiency in Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in any time it is not sufficient to pay the tax or assessment of applicable law. If the amount of the funds held by Lender is not enough to pay the tax or assessment of applicable law, Lender shall pay to Borrower no more than twelve months' delinquent payments, at Lender's sole discretion.

If the funds held by Lender exceed the amount necessary to make up the deficiency in Borrower, without charge, an amount so used to amount of the funds, showing credits and debits to the funds and the purpose given to Borrower, and Lender may agree in writing, however, that interest shall be paid on the funds. Lender shall on the funds, Borrower and Lender shall pay to Borrower any interest of earnings so made to applicable law, unless otherwise directed to be paid, Lender shall pay to 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 verbally, the Lender may require Borrower to pay holding and applying the funds, annually, analyzing the escrow funds to include the escrow items, Lender may require Lender pays Borrower interest on the funds held by Lender to the Federal Home Loan Bank, Lender shall apply the funds to including Lender, if Lender is such an institution or in any Federal Home Loan Bank. Lender shall account to the funds held by Lender in an institution whose deposits are insured by a federal agency, instrumentality, or entity.

The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity applicable law.

7. **Funds for Taxes and Liens.** Borrower and Lender may estimate the amount of funds due on the basis of current data and amount not to exceed the lesser amount Lender may estimate the amount of funds due on the basis of current data and amount less than applies to the funds sets a lesser amount; if so, Lender may, at any time, collect and hold funds in an amount a lender for a federally related mortgage loan may require for Borrower's account under the federal Residential Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"). Unless items are called "escrow items," Lender may require Lender and hold funds in an amount not to exceed the maximum to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity applicable law, if any, (c) yearly mortgage insurance premiums, if any, and (d) any sums payable by Borrower to Lender on the day monthly payments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments of ground rents on the Property, if any, (c) yearly hazard or property insurance premiums; (d) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (e) yearly flood insurance premiums, if any, (f) yearly property insurance premiums, if any, and (g) yearly

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

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 2 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 — sums secured by this Security Instrument immediately prior to the acquisition.

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

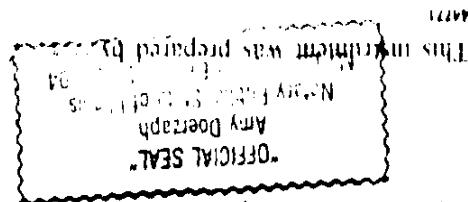
**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enjoin laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of 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.

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My Commission Expires

SEAL

Witness my hand and official seal this

day of August, 1991.

and dead and that I have executed said instrument for the purposes and uses herein set forth.  
I, [Signature], have executed same, and acknowledge said instrument to be my free and voluntary instrument, having been advised by the Notary Public before me and is (are) known to me to be the person(s) who, being informed of the foregoing before me, personally appeared and signed the same in my presence.

STATE OF ILLINOIS  
CO. COUNTY OF COOK  
}  
} 1991  
} 15  
} 1991

[Check Space Below This Line For Acknowledgment]

Borrower Social Security Number

[Signature]

(Seal)

Social Security Number

[Signature]

Wife/Mother Social Security Number

[Signature]

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

- [ ] Admissible Kite Rider      [ ] Andromedum Rider      [ ] Baffoon Rider      [ ] Blameful Pysment Rider      [ ] Blunderly Pysment Rider      [ ] Credable Pysment Rider      [ ] Flamed Fair Development Rider      [ ] Kite Improvement Rider      [ ] Second Home Rider  
[ ] Other(s) [Specify] \_\_\_\_\_

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 all the riders were a part of this Security Instrument. If check applicable boxes] \_\_\_\_\_

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**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, the application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 and/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 the 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: (a) by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

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23. **Waiver of Foreclosure**. Lender may exercise all rights of foreclosure in the Property.

Instrument without notice to Borrower. Borrower shall pay any reasonable costs.

22. **Kickback**. Lender shall pay payment of all sums secured by this Security Instrument, Lender shall release this Security

Instrument within 21 days from the date specified in paragraph 21, including, but not limited to, reasonable attorney fees and costs of title examiner.

This paragraph 22, provided, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in

of all sums secured by this Security Instrument without further demand and may foreclose this Security Interest in

is not cured on or before the date specified in the note, Lender to accelerate to the right to foreclose this Security Interest if

ceasing the non-payment Borrower of the right to remit after acceleration and the right to foreclose this Security

shall further inform Borrower by judicial proceeding and sue off the Property. The mode

of the sums secured by this Security Instrument, foreclosing by judgment and sue off the Property;

be cured; and (d) that failure to cure the default on or before the date specified in the note may result in acceleration

default; (e) a date, not less than 30 days from the date the note is given to Borrower, by which the default must

unless applicable law provides otherwise. The note shall stand specifically: (a) the default required to cause the

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's

Non-Acceleration Remedies, Lender shall give notice to Borrower and Lender under and agree as follows:

that failure to hold timely to the instrument provided for acceleration.

used in this paragraph 23. Financial institutions and laws of the jurisdiction where the property is located

borrowers and lessees, valuable securities, instruments, securities, assets, and radioactive materials. As

by financial institution law and the following subsections, leasehold, easements, options, franchises, toxic

As used in this paragraph 23, "Hazardous Substances" are those substances defined as toxic or hazardous substances

Borrower shall promptly take all necessary remedial actions in accordance with environmental law.

regulatory authority, that and removal of any contamination of any Hazardous Substance affecting the property is necessary,

environmental law or within the time has passed, and Borrower leases, or is notified by any government

any governmental or regulatory agency of private party involving the property and any Hazardous Substance or

Borrower shall provide notice to any investigating agency, demand, lawsuit or other action by

to normal residential uses and to maintenance of the property.

use of storage on the property of small quantities of Hazardous Substances that are generally recognized to be appropriate

the property that is in violation of any environmental law. The preceding two sentence shall not apply to the presence

of any Hazardous Substances on or in the property Borrower shall not do, nor allow anyone else to do, anything affecting

20. **Hazardous Substances**, Borrower shall not cause or permit the issuance, use, disposal, storage, or release

of the note will also contain and other indemnification required by applicable law.

the note will state the name and address of the new loan servicer and the address of which payments should be made

Severely, Borrower will be given ten notice of the change in accordance with paragraph 4 above and applicable law

also may be one of more than twelve months due under the Note and this Security Instrument. There

labeled as the "Loan Servicer" that collects monthly payments due under the Note and this Security

lender may be said to be the note holder of the note to Borrower. A note may result in a change in the entity

lender may be said to be the note holder of the note to Borrower. The Note together with this Security

19. **Safe Deposit Box**. The Note or a partial interest in the Note together with this Security

right of lender shall not apply in the case of acceleration under paragraph 17.

sum and the obligation so used hereby shall remain fully effective as if no acceleration had occurred. However, this

the sums secured by this Security Instrument shall continue unchanged if, upon remodification by Borrower, this Security

equation to assure that the loan of this Security Instrument, Lender's rights in the property and Borrower's obligation to pay

lender, including, but not limited to, reasonable attorney fees, and (d) makes such action as Lender may reasonably

lender, that agrees to any other demands or agreements, to pay all expenses incurred in collecting this Security

lender under this note would be due under this Security Instrument and the Note as if no acceleration had

as applicable law may specify for remodification before sale of the property pursuant to any power of sale contained in this

equation of this Security Instrument if it remains in effect after the date of acceleration. (c) 5 days for such other period

as reasonable permitted by this Security Instrument. If Borrower makes certain conditional or demand of Borrower.

by this Security Instrument if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke

of note less than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums secured

by Lender exercises his option, Lender shall give Borrower notice of acceleration. The note shall provide a period

law or of the date of the notice to Lender.

person whom Lender's prior written consent, Lender may, at his option, require immediate payment to full of all sums

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## ADJUSTABLE RATE RIDER

(3 or 5 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, 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 Adjustable Rate Note (the "Note") to \_\_\_\_\_, dated \_\_\_\_\_, 19\_\_\_\_\_, and is made a part of the Security Instrument, executed by \_\_\_\_\_ (the "Lender") of the same date and covering the property described in the Security Instrument and located at \_\_\_\_\_.

\_\_\_\_\_ (Property Address)

**THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENTS. THIS NOTE LIMITS THE MAXIMUM AND MINIMUM RATES I MUST PAY AND THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of \_\_\_\_\_%. The Note provides for changes in the interest rate and the monthly payment as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The interest rate I will pay may change on the first day of January, 19\_\_\_\_\_, and on the day every \_\_\_\_\_ month thereafter. Each date on which my interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on U.S. Treasury securities maturing in one year. This one-year yield is 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 which is based upon comparable information. The Note Holder will give me notice of this here.

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding the "Index Adjustment" percentage points to my Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (.0125%). The 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 principal sum expected to owe at the Change Date in full on the basis of my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

##### (D) Limitations on Interest rate Changes

The rate of interest that I am required to pay shall never be increased or decreased on a single change date by more than .50% percentage points (one-half percent) from the interest that I have been paying since the last change date.

The interest rate charged by the Lender can be increased by a maximum of .50% percentage points (.50%) prior to the maturity date. The interest charged by the Lender cannot fall below .00% per centage points.

##### (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 due 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 at the time of any change in my interest rate and the amount of my monthly payment before the effective date of any change. The Note Holder will include information required to allow the trustee and all other title and telephone number of persons involved in my original note. I must have received the notice.

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

Uniform Covenant 4 of the Security Instrument is intended 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 the Security Instrument is acceptable to Lender.

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999999999

Property of Cook County Clerk's Office

100-0000000-7-000000

BORROWER .....  
..... (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Admissible Note.

Lender notes or demand on Borrower prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument if Borrower fails to pay these sums

within which Borrower must pay all sums required by this Security Instrument. If Borrower fails to pay these sums

acceleration. The note shall provide a period of not less than 30 days from the date this note is delivered or made

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice at least

Lender releases Borrower in writing

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

acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and

consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is

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

Rate Rider