

PREPARED BY:
B. BRADLEY SPRINGER
DOWNERS GROVE, IL 60515

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93886199

RECORD AND RETURN TO:

EDGEMARK BANK LOMBARD dba EDGEMARK MORTGAGE CORPORATION
3051 OAK GROVE
DOWNERS GROVE, ILLINOIS 60515

: DEPT-01 RECORDING \$35.00
: T#1111 TRAN 3143 11/02/93 14:13:00
: 64041 # 93-886499

(Space Above This Line For Recording Data)

MORTGAGE

01927052

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 26, 1993
RICHARD D. SEVERNS
AND DIANE K. SEVERNS, HUSBAND AND WIFE

The mortgagor is

(*Borrower"). This Security Instrument is given to
EDGEMARK BANK LOMBARD dba EDGEMARK MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF ILLINOIS

address is 3051 OAK GROVE

DOWNERS GROVE, ILLINOIS 60515
THREE HUNDRED THOUSAND
AND 00/100

Dollars (U.S. \$ 300,000.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 2023. 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 COOK County, Illinois:

LOT 2 IN DUNHAVEN WOODS EAST BEING A SUBDIVISION OF PART OF THE EAST
HALF OF LOT 1 OF THE GOVERNMENT DIVISION OF THE NORTHWEST QUARTER OF
SECTION 3, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

93886199

02-03-110-002

which has the address of 554 WEST ROSILAND DRIVE, PALATINE
Illinois 60067
(Zip Code)

3500
. R DEPT-01 RECORDING \$35.00
. T#1111 TRAN 3143 11/02/93 14:13:00
. 64041 # 93-886499

COOK COUNTY RECORDER (Spec. Co.)

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DBS 1080

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more of the obligations set forth above within 10 days of the giving of notice.

If Borrower may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take the this Security instrument. If Lender's debt remains that may part of the Property is subject to a lien which may attach prior to or after the agreement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender's satisfaction to the Lender's opinion opposite to the lien to by, or deposes a affidavit concerning one of the lien in, legal proceedings which in the Lender's opinion opposite to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender (b) contains in Borrower shall promptly discharge any lien which has priority over this security instrument unless Borrower (a) agrees in

If Borrower makes the payment directly to Lender reciting his understanding the payment.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of nonpayment to the person named in paragraph 2, or it will find in that manner, Borrower shall pay down on the direct these obligations in the manner provided in paragraph 2, which may affect this Security instrument, and legal proceedings or ground exists, if any, Borrower shall pay

4. **Charges:** Lien, Borrower shall pay all taxes, assessments, charges, fines and impoundments applicable to the property third, to motorcar due, fourth, to principal due, and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph this Security instrument.

Upon payment in full of all sums secured by this Security instrument or save as a credit against the sums secured by of the Property, shall apply any Funds held by Lender at the time of requisition or sale as a credit against the sums secured by Funds held by Lender. If, under paragraph 2, Lender shall require or sell the Property, Lender, prior to the requisition or sale

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 in any more than for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender in my twelve monthly payments, all Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower debt to the Funds was made. The Funds are pledged as additional security for all sums accrued by this Security instrument.

Without charge, in annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, the interest shall be paid on the Funds, Lender shall give to Borrower applicable law requires interest to be paid, Lender shall not be required to pay Borrower my interest or earnings on the Funds, used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service varying from, unless Lender fails to hold title and applying the escrow account, or Escrow items, unless Lender fails to pay Borrower for holding title and applying the escrow account, or Escrow items, Lender may not hold title and apply Escrow items, unless Lender fails to pay the Federal Home Loan Bank, Lender shall apply the Funds to pay this including Lender, if Lender is under an institution or in my Federal Home Loan Bank, Lender shall account to the Funds to pay this including Lender, if Lender is under an institution or in my Federal Home Loan Bank, Lender shall account to the Funds to pay this including Lender, if Lender is under an institution whose deposits are insured by a federal agency, insurance, or entity

The Funds shall be held in escrow in accordance with applicable law.

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future less a lesser amount, if so, Lender may, in my opinion, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C. Section 260 et seq. ("RESPA"), unless another law limits applies to the Funds settled mortgagor who may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at my request and hold Funds in an amount not to exceed the maximum amount a lender for a federally this provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items" if any; (e) yearly mortgage insurance premiums, if any; and (f) my sums payable by Borrower to Lender, in accordance with or annual debts on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly leasehold premiums, and assessments which may attach prior to this Security instrument as a lien on the Property; (b) yearly leasehold premiums 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 2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principle of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Principal and Interest.** Prepayment and late charges, Borrower shall promptly pay when due the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grants and conveys the Property is unencumbered, except for encumbrances of record. Borrower warrants instruments. All of the foregoing is referred to in this Security instrument as the "Property".

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 replacement parts and additions shall also be covered by this Security

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance 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 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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 ceasing 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 enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to 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

DPS 1081

Form 3014 9/90

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SC 3014 9/90
DPS 1082

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

Given effect without the conflicting provision. To this end the provisions of this Security Instrument and this Note are defined conflict with the Propriety is located, in the event that any provision of this Security Instrument or the Note which can be justified in which the Propriety is located, in the event that any provision of this Security Instrument or clause of this Note is given effect without the conflicting provision. To this end the provisions of this Security Instrument and this Note are defined to be keepable.

15. Governing Law; Severability. This Security Instrument shall be governed by the federal law and the law of the state in which the Propriety is located.

Security Instrument shall be delivered to Lender when given in this paragraph.
Lender's address designates Borrower to notice in Lender. Any notice to Lender shall be given by first class mail to or any other address unless specifically law requires use of another method. The notice shall be directed to the Proprietary Address in by first class mail unless specifically law requires use of another method. The notice shall be given by first class mail to or any other address designates Borrower to notice in Lender. Any notice to Lender shall be provided for in this

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by duly entering it or by mailing prepayment charge under the Note.

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

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges.

make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent. Secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may file to extend, modify, forgive or amend Borrower's interest in the Proprietary under this Security Instrument; (b) is not personally obligated to pay the sums instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, joint and convey this instrument to another who signs this Security paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who signs this Security instrument shall benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the time for payment or modification exercise of any right or remedy.

succesors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the of the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's com明ance proceedings against any successor in the rest of time for payment or otherwise modify amortization not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall not award a claim for damages, Borrower fails to respond to Lender after the date the note is given, unless Lender is authorized to collect and apply the proceeds, in its option, either to restoration of repair of the Property or to the sums secured by this Security instrument whether or not the note has due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make in possession the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or succeed to this Security instrument, whether or not the note due.

Lender is liable before the taking, or writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the note due. market value of the Property immediately before the note by the sum secured before the taking, divided by (b) the fair market value of the Property immediately before the taking, (c) the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall take, unless Borrower and Lender before the taking is less than the amount of the sums secured 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 sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing 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 in which the fair market value of the note 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 note due, with any excess upon the amounts of condemnation, the hereby assignd and

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, the hereby assignd and Borrower notice at the time of or prior to inspection specifying reasonable cause for the condemnation.

9. Inspection. Lender or its agent may make reasonable examinations of the Property; Lender shall give notice and any written agreement between Borrower and Lender for application law.

Instrument required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an insurer approved by Lender regular becomes available and is obtained, Borrower shall pay premiums may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

DPS 1083
Form 3014 9/90

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DHS 1094

Form 3014 9/90

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[Signature]

Nancy Phillips
BRIAN P. DELORT

My Commission Expires: **"OFFICIAL SEAL"**

This instrument was prepared by Public State of Illinois
My Commission Expires: 3/30/04

Given under my hand and official seal, this **26th** day of **July**, 1994
free and voluntarily set, for the uses and purposes herein set forth,
signed and delivered the said instrument, appeared before me this day in person, and acknowledged that
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
, personally known to me to be the same person(s) whose name(s)

the RICHARD D. SEVERN'S AND DIANE K. SEVERN'S, HUSBAND AND WIFE
I, THE UNDERSIGNED
County of **Cook**

Borrower: _____
(Seal) _____
DIANE K. SEVERN'S
(Seal) _____
Borrower: _____
(Seal) _____

Witnesses:
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.
RICHARD D. SEVERN'S
(Seal) _____

- [Check applicable boxes]
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 this Security Instrument as if the rider(s) were a part of this Security Instrument.
The covenants and agreements of each such rider shall be incorporated into and shall remain and supplement
this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
 Adjustable Rate Rider
 Grandparent Rider
 Condominium Rider
 1-4 Family Rider
 Biweekly Payment Rider
 Planned Unit Development Rider
 Balloon Rider
 V.A. Rider
 Other(s) [Specify] _____
Second Home Rider

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ADJUSTABLE RATE RIDER

11 Year Treasury Index - Note Cap

THIS ADJUSTABLE RATE RIDER is made this 26TH day of OCTOBER , 19 93 , 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
EDGEMARK BANK LOMBARD dba EDGEMARK MORTGAGE CORPORATION
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

554 WEST ROSILAND DRIVE, PALATINE, ILLINOIS 60067

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.7500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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(A) Change Dates

The interest rate I will pay may change on the first day of DECEMBER 1 , 2003 , and on that day every 12th 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 United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE FOURTHS percentage points (2.7500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest 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.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date of my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.7500 % or less than 2.7500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 11.7500 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

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. ~~RECORDED IN KNOX COUNTY, TENNESSEE, ON NOVEMBER 10, 1993, AS EXHIBIT 1 TO THE DEED OF TRUST, REC'D. BY THE TRUSTEE, EDGEMARK BANK LOMBARD, DBA EDGEMARK MORTGAGE CORPORATION, AS FOLLOWS:~~

RGS
DES

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DPS 407

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Property of Cook County Clerk's Office

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

RICHARD D. SEVERN

RICHARD D. SEVERN

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

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.