

# UNOFFICIAL COPY

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 8, 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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Form 3014 9/90  
Amended 5/91  
NMP-6R(L) 191051 8007101 VMP MORTGAGE FORMS 0131243-6100 (800)521-7791  
ILLINOIS - Single Family - Franklin Ma/Freddie Mac UNIFORM INSTRUMENT  
("Propety Address")  
which has the address of 240 SOUTH PINE GROVE ROAD  
MAILING ADDRESS  
[Street, City]  
ILLINOIS  
[City Code]

PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
SUBDIVISION IN SECTION 22 AND 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD  
LOT 16 IN BLOCK 33 IN ARTIFER T., MCINTOSH AND CO'S PINE GROVE ROAD DIVISION, A  
TAX ID #: 02-22-222-016 VOLUME NO.: 149 COOK County, Illinois:  
Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender thefofe described property located in  
this Security instrument and (e) the performance of Borrower's covenants and agreements under this Security instrument and the  
modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of  
instrument securities to Lender; (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and  
payments, with the full debt, if not paid earlier, due and payable on February 1, 2024. This Security  
This debt is evidenced by Borrower's note dated the same date as this Security instrument ("Note"), which provides for monthly  
payments, and which is payable at the full debt, if not paid earlier, due and payable on February 1, 2024.

Dollars (U.S.) \$ 89,000.00 .  
EIGHTY EIGHT THOUSAND & 00/100  
MARNGO, IL 60152  
address is 102 NORTH STATE STREET  
which is organized and existing under the laws of THE UNITED STATES OF AMERICA  
and whose

FIRST NATIONAL BANK OF MARNGO, A NATIONAL BANKING ASSOC.  
("Borrower"). This Security instrument is given to

JEFFREY A. SWIERENGA , SINGLE  
THIS MORTGAGE ("Security instrument") is given on December 28th, 1993  
The mortgagor is

MORTGAGE  
THIS DOCUMENT IS BEING RERECORDED TO ADD INTIALS TO ARM RIDER  
Space Above This Line For Recording Data

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PREPARED BY AND MAILED TO:  
LOAN # 8007101

1901 SOUTH MEYERS ROAD, SUITE 300  
MIDWEST MORTGAGE SERVICES, INC.  
OAKBROOK TERRACE, IL 60181

7493082

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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 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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Form 304-A/80

be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgagage insurance. Loss reserve one-twelfth of the yearly mortgagage insurance premium being paid by Borrower when the insurance coverage is based to substantially equitably between each party to Lender each month a sum equal to cost to Borrower of the mortgagage insurance previously in effect, from an alternative mortgagage insurer approved by Lender. If within coverage substantially equivalent to the mortgagage insurance previously in effect, at a cost substantially equivalent to the mortgagage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to insurement, Borrower shall pay the premiums required to maintain the mortgagage insurance in effect. If, for any reason, the disbursement under this security instrument as a condition of making the loan secured by this security instrument.

B. Mortgagage Insurance. If Lender requires mortgage insurance to borrower requesting payment instrument, Lender agrees to offer terms of payment, these amounts shall bear interest from the date of disbursing, unless Borrower and Lender agree to other terms of payment, these amounts shall be secured by this security instrument. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this security does not have to do so.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in paragraph 7, Lender attorney fees and attorney fees and attorney fees on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable for whatever is necessary to protect the Property and Lender's rights in the Property, Lender's actions may include proceeding in bankruptcy, probable, or there is a legal proceeding that may significantly affect Lender's rights in the Property such as a Security instrument, or Lender's rights to receive information or to enforce laws or regulations), then Lender may do and pay any reasonable attorney fees and attorney fees on the Property to Lender's rights in the Property, Lender's rights in the Property, Lender's rights to receive information or to enforce laws or regulations, but not limited to, representation procceeding in bankruptcy, probable, or there is a legal proceeding that may significantly affect Lender's rights in the Property such as a Security instrument, or Lender's rights to receive information or to enforce laws or regulations, but not limited to, representation

8. Protection of Lender's Rights in the Property. If Borrower agrees to the merger in writing,

shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the lessor shall concerning Borrower's occupancy of the Property as a principal residence, if this Security instrument is on a leasehold, Borrower any naked fact information in connection with the loan evidenced by the title, including, but not limited to, representation loan application process, may have materially false or inaccurate information or statements to Lender (or failed to provide Lender with the loan created by this Security instrument or Lender's security interests, Borrower shall also be in default if Borrower, during the default and resulting in paragraph 18, by causing the action or proceeding to be dismissed with a notice that a otherwise wise materially impair the tenancy created by this Security instrument or Lender's security interests, Borrower may cause otherwise proceeding, whether civil or criminal, is begun in court which would result in any forfeiture of the Property or allow the Property to deteriorate, or commit waste in the Property, Borrower shall be in default if any forfeiture action or execute any circumstances exist which are beyond the Borrower's control, Borrower shall not destroy or damage or impair the Property, except in case of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless Security instrument and use the Property as Borrower's principal residence for at least one year after the date of acquisition, and shall continue to occupy the Property as Borrower's principal residence within sixty days after the acquisition of 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 of the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument and shall extend or postpone by this Security instrument shall pass to Lender or not then due. The 30-day period will begin when the notice is given.

9. Occupancy, Preservation, etc., and Protection of the Property; Borrower's Loan Application; Leaseholders. Lender and Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the acquisition of the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of acquisition, and shall extend or postpone by this Security instrument shall pass to Lender or not then due. The 30-day period will begin when the notice is given.

10. Death and Domicile. Lender or 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 if the restoration or repair is not economically feasible or lessened, the insurance proceeds shall be applied to the restoration or repair if the restoration or repair is not economically feasible and Lender's security is not lessened. If the restoration or repair of the property damaged, it is the responsibility of the insurance company to hold the policies and renewals, if Lender receives notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

11. All insurance policies and renewals shall be acceptable to Lender and shall include a standard moratorium clause. Lender shall have the right to hold the policies and renewals, if Lender receives notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

12. Flood damage, for which Lender requires regrading the insurance carrier to choose by Borrower subject to Lender's option, obtain be uninsuredably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain requirements. The insurance carrier provides insurance which insurance shall be maintained in the amounts and for the periods that Lender flood damage, for which Lender requires regrading the insurance carrier to choose by Borrower subject to Lender's approval in which Lender is insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or

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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:

*Jeffrey A. Swierenga*

(Seal)

-Borrower

*SL*

(Seal)

-Borrower

STATE OF ILLINOIS,

Cook County ss:

I, The undersigned

, a Notary Public in and for said county and state do hereby certify that

*Jeffrey A. Swierenga*

, 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 he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

28<sup>th</sup> day of December, 1993

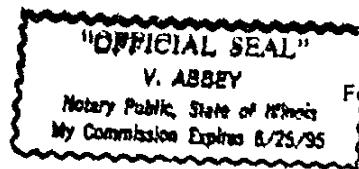
My Commission Expires:

*V. Abbey*  
Notary Public

This Instrument was prepared by:

JENNIFER FORTNER

6R(IL) (9105) RECORD AND RETURN TO: Page 6 of 6  
MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE IL 60181



Form 3014 9/90

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**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 advise Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the non-existent defense of 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 attorney 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 recording costs.

**23. Waiver of Foreclosure.** Borrower waives all right of foreclosure except as follows:

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

19. **Notice of Note, Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold, or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") in which monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer, if 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, except that Borrower shall not do, nor allow anyone else to do, anything affecting the Property in violation of any Environmental Law. The preceding two sentences shall not apply to the presence of Hazardous Substances that is in violation of any Environmental Law, if the presence of such substances shall not apply to the property of Borrower, if Borrower has actual knowledge of the presence of such substances, and if Borrower has taken all reasonable actions to remove or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary removal 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: asbestos, carcinogens, lead-based paint, radon, radon progeny, 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.

18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have by this Security instrument without further notice or demand on Borrower, enforcement of this Security instrument in any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for remonstrance) before sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment enjoining this Security instrument. Those conditions are that Borrower all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (c) creates any default of any other conveyances or agreements or arrangements; (d) makes all expenses incurred in enforcing this Security instrument; (e) plays all expenses incurred in defending this Security instrument, including but hereby shall remain validly effective as if no acceleration had occurred. However, this right to remonstrate shall not apply in the case of a sale of the Property pursuant to any power of sale contained in this Security instrument and the obligations secured thereby shall remain unaffected. Upon remonstrance, Borrower, this Security instrument and the obligations secured thereby shall remain validly effective as if no acceleration had occurred.

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 law.

16. Borrower's Copy. Borrower shall be given one conditioned copy of the Note and of this Settlement Agreement.

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 Settlement Agreement; however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this instrument.

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## 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. 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 may also 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.

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

  
 JEFFREY A. SWIERENGA \_\_\_\_\_ (Seal)  
 -Borrower  
 \_\_\_\_\_ (Seal)  
 -Borrower  
 \_\_\_\_\_ (Seal)  
 -Borrower

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Form 1111-100  
6-2  
Page 1 of 2  
VMR MORTGAGE FORMS - (312)283-8100 - (800)523-7291  
MULTI STATE ADJUSTABLE RATE RIDER - ARM EX - Single Family - Federal Home Loan Bank Board Instrument

(D) 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.

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

(E) Effective Date of Changes  
The interest rate preceding 12 months. My interest rate will never be greater than

7.400 % or less than 3.400 %. 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 12 months. My interest rate will never be greater than

The interest rate I am required to pay at the first Change Date will not be greater than the result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes  
The result of this calculation will be the new amount of my monthly payment if the principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substitution for the principal payments. The result of this calculation will be the new amount of my monthly payment.

The Note Holder will then determine the amount of the monthly payment I would be subject to repay the unpaid Change Date. Subject to the limits stated in Section 4(D) below, this round figure will be my new interest rate for the next (0.125%).

Index. The Note Holder will round the result of this addition to the nearest one-eighth of one percentage point before each Change Date, the Note Holder will calculate my new interest rate by adding

TWO AND THREE-FOURTHS percent to the index. To the Current Index.

(C) Calculation of Changes  
The Note Holder will give me notice of this choice.

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

THE INITIAL INDEX VALUE FOR THIS NOTE IS 3.6204 ~~WLA~~ JAS. Board. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index".

Based on United States Treasury securities adjustable 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".

Beginning with the first Change Date, my interest rate will be based on an index. The "index" is the weekly average day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index  
The interest rate I will pay may change on the first day of February, 1995, and on that

(A) Change Dates  
The Note provides for an initial interest rate of 5.400 %, The Note provides for changes in the interest rate and the monthly payments, as follows:

## A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.400 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

## B. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

## RATE THE BORROWER MUST PAY.

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.

240 SOUTH PLUM GROVE ROAD PALATINE, ILLINOIS 60067  
(Property Address)  
(the "Lender") of the same date and covering the property described in the Security instrument and located at:  
FIRST NATIONAL BANK OF MARINGO, A NATIONAL BANKING ASSOC.  
Adjustable Rate Note (the "Note") to Secure Borrower's  
Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's  
1993 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or  
THIS ADJUSTABLE RATE RIDER is made this 28th day of December

(1) Year Treasury Index - Rate Caps)

## ADJUSTABLE RATE RIDER