

# UNOFFICIAL COPY

RECEIVED  
RECORD AND RETURN TO:  
NORTH SHORE MORTGAGE AND  
FINANCIAL SERVICES, INC.  
576 LINCOLN AVENUE  
WINNETKA, ILLINOIS 60093

95482004

Prepared by:  
RICHARD NASH  
WINNETKA, IL 60093

- DEPT-01 RECORDING \$37.00
- T#0001 TRAN 8991 07/25/95 09:22:00
- #9640 + CG #-95-482004
- COOK COUNTY RECORDER

REC'D # 77240  
222-3198169 (Space Above This Line For Recording Data)

## MORTGAGE

RE TITLE GUARANTY ORDER # 77240

THIS MORTGAGE ("Security Instrument") is given on JULY 21, 1995  
DANIEL M. ARMSTRONG  
AND JUDITH R. HARWAY, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to  
NORTH SHORE MORTGAGE AND FINANCIAL SERVICES, INC.,

which is organized and existing under the laws of STATE OF ILLINOIS , and whose  
address is 576 LINCOLN AVENUE  
WINNETKA, ILLINOIS 60093 ("Lender"). Borrower owes Lender the principal sum of  
TWO HUNDRED SEVENTY FIVE THOUSAND AND 00/100

Dollars (U.S. \$ 275,000.00 ).

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 AUGUST 1, 2025 .  
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 14 IN BLOCK 16 IN GREENLEAF AND MORSES SUBDIVISION OF BLOCKS 12,  
13, 15 AND 16, 19 AND 21 OF THE VILLAGE OF WILMETTE IN TOWNSHIP 42  
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

05-34-118-016-0000

which has the address of 1016 LINDEN AVENUE , WILMETTE  
Illinois 60091 Zip Code ("Property Address"):

Street, City ,

ILLINOIS Single Family FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/99  
Amended 5/91

VMP -6R(IL) 9408

VMP MORTGAGE FORMS - 18001521-7281

Page 1 of 6

Initials: DRAQ  
JRTK

BOX 169

DPS 1000

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DJW  
DJD

This Security Instrument is intended to be an addendum to the Note and part of the Property as subject to a lien which may attach prior to or after the date when the holder of the lien acquires title by transfer or assignment of the lien to a different person or to a third party or to the original payee of the Note, except for such transfers, assignments, etc., as are specifically provided for in the Note. This Security Instrument is to prevent the holder from making any claim against the Note or the Property for payment of any amounts due under the Note.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph to the person over whom Borrower shall personally furnish to Lender all notices of amounts to be paid under this paragraph, and these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to Lender. Lender may retain priority over this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay which may attach prior to or after the Note in a manner applicable to end, the contents, the aggrevations in writing to the payee of the instrument unless otherwise provided; (ii) agrees in

(3) Lenders, Borrower shall pay all taxes, assessments, charges, fines and impositions attachable to the Property which may attach to interest due, until, to any late charges due under the Note; 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 paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

this security instrument.

of the Property, shall apply any funds held by Lender at the time of acquisition or sale of the Property, Lender, prior to the acquisition or sale of the Property, shall pay to all sums secured by funds held by Lender shall receive any funds held by Lender shall require to sell the Property, Lender shall furnish to the acquirer of the

funds held by Lender, unless securities held by Lender shall remain in his sole discretion, Lender shall promptly return to Borrower any sums payable by Lender to the acquirer of the

Property held by Lender to make up the deficiency in no more than three months thereafter to pay the borrow items when due, Lender may so notify Borrower in writing; and, in such case Borrower

not the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender shall account to Borrower

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 securities for all sums secured by this Security instrument.

without charge, an 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, that interest shall be paid on the funds, Lender shall give to Borrower,

applicable law requires interest to be paid, Lender shall note be required to pay Borrower any interest or earnings on the funds,

used by Lender in connection with this loan, unless applicable law permits otherwise, unless an accounting service

is charged, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

against the funds, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such

expenses, Lender may not charge Borrower for holding and applying the funds to pay the funds to pay the

including Lender is such as in instruction or in any federal form loan bank, Lender shall apply the funds to pay the

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

borrow 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 expenditures of future

sets a lesser amount, if so, Lender may, at any time, 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 that applies to the funds

related mortgagel loan may require Borrower's escrow account under the federal Real Estate Settlement Act of

Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "escrow items,"

any (a) monthly mortgage insurance premiums, if any; and (b) any sums payable by Borrower to Lender, in accordance with

or ground rents on the property and (c) yearly hazard or property insurance premiums (d) yearly flood insurance premiums,

and assessments which may attach priority over this Security instrument as a lien on the property; (e) yearly leasehold payments

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

principals 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

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

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with limited

and will defend separately the title to the Property against all claims and demands, subject to any encumbrances of record.

Grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants

that Borrower is heretofore a party to the Note and additons shall also be covered by this Security

Instrument. All of the foregoing is referred to in this Security instrument as the "Property."

Trustees now of hereafter a party to the property, All replacements and additons shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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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.

**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 flood 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 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 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



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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 person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

**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.

**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

DPS 1093

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DPS 1094

Form 3014 9/90

2006-0-006

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ILLINOIS

NOTARY PUBLIC, STATE OF ILLINOIS  
KELLY O'FARRELL  
MS. O'FARRELL, NOTARY PUBLIC, ILLINOIS  
NOTARY PUBLIC EXPRESSES HEREBY  
GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS

21st day of July, 1993.

signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein set forth,  
and is delivered to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEY**,  
, personally known to me to be the same person(s) whose name(s)

DANIEL M. ARMSTRONG AND JUDITH R. HARWAY, HUSBAND AND WIFE  
A Notary Public in and for said county and state do hereby certify  
that DANIEL M. ARMSTRONG AND JUDITH R. HARWAY, HUSBAND AND WIFE  
(County Seal)

--Borrower  
(Seal)

--Borrower  
(Seal)

JUDITH R. HARWAY  
X DANIEL M. ARMSTRONG  
(Seal)

DANIEL M. ARMSTRONG  
X DANIEL M. ARMSTRONG  
(Seal)

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

- [Check applicable boxes]  Adjustable Rate Rider  V.A. Rider  
 Condominium Rider  balloon Rider  Second Home Rider  
 Credited Payment Rider  Biweekly Payment Rider  Other(s) [Specify]  
 Fixed Term Development Rider  Rate Improvement Rider

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.

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

Without charge to Borrower, Borrower shall pay any recording costs.

26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, including, but not limited to, reasonable attorney fees and costs of title evidence.

27. Breach. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph if this Security Instrument without further demand and may foreclose this Security Instrument as provided by law before the date specified in the notice. Lender, at his option, may require immediate payment in full of all sums due before the date specified of a default or any other deficiency of Borrower to accelerate and foreclose. If the default is not cured within the time specified, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph if this Security Instrument, foreclosure by judicial proceeding and sale of the property. The notice shall further require by this Security Instrument, foreclosure by judicial proceeding and sale of the property. The notice shall further require to cure the default on or before the date specified in the notice may result in acceleration of the sums due at a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and

(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 due at a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and

applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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## FIXED/ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 21ST day of JULY , 1995 , 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 Fixed/Adjustable Rate Note (the "Note") to  
NORTH SHORE MORTGAGE AND  
FINANCIAL SERVICES, INC.  
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1016 LINDEN AVENUE, WILMETTE, ILLINOIS 60091  
*Property Address*

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE 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. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.0000 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

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

#### (A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of AUGUST , 2000 , and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my adjustable 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 that is based upon comparable information. The Note Holder will give me notice of this choice.

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - 1 YEAR TREASURY INDEX- Single Family Fannie Mae Uniform Instrument

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1/24  
WMA  
Form 3182 S/94 Rev. 9/29/91 - THIS PAGE

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Form 3182 S/94 Rev. 9/29/91 - THIS PAGE

INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM GOVERNMENT 17 OF THE SECURITY INSTRUMENT PROVIDED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF SECTION B1 GOVERNANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

**2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE**

If Lender exercises this option, Lender shall give Borrower notice of a decrease in interest rate without further notice or demand of Borrower. Lender shall not be entitled to exercise this option if Borrower has paid 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.

If Borrower must pay all sums secured by this Security instrument, Lender shall provide a period of not less than 30 days from the date the notice is delivered of material withdrawal prior to the expiration of this period. The notice shall provide details of the withdrawal of this Security instrument.

Lender shall not be entitled to exercise this option if Borrower has paid all sums secured by this Security instrument.

INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM GOVERNMENT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

**1. INITIAL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE**

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER, IF ALL OR ANY PART OF THE PROPERTY**

The Note Holder will deliver or mail to me a notice of the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The Note Holder will include the amount of my monthly payment required by law to be given me and also the 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 until the amount of my monthly payment beginning on the first monthly payment date after the Change Date and also any new payments against principal.

(F) Notice of Change  
The Note Holder will never be greater than 12 months. My interest rate will never be greater than 13,000 %, based 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 13,000 %.

(G) Effective Date of Changes  
The Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal due to me until the next Change Date in full on the Maturity Date at my new interest rate or less than 5,000 %. Thereafter, my adjustable interest rate will never be increased or decreased by 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 13,000 %.

(D) Limits on Interest Rate Changes  
The Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal due to me until the next Change Date in full on the Maturity Date at my new interest rate or less than 5,000 %. The result of this calculation will be the new amount of my monthly payment in substantially equal payments. The Note Holder will never be greater than 13,000 %.

(C) Adjustment of Changes  
Before each Change Date, the Note Holder will calculate my new interest rate by adding 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.

TWO AND THREE BOURTS  
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.

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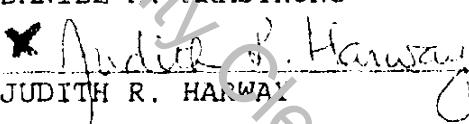
**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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

 (Seal)  
DANIEL M. ARMSTRONG  
-Borrower

 (Seal)  
JUDITH R. HARWAY  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

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Property of Cook County Clerk's Office

95482004