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RECORD AND RETURN TO:
PRISM MORTGAGE COMPANY

ONE NORTHFIELD PLAZA-SUITE 111
NORTHFIELD, ILLINOIS 60093

DEPT 01 RECORDING \$37.00
740014 TRAN 7089 08/13/95 13:49:00
96043 112 - 45-9738444
COOK COUNTY RECORDER

Prepared by:
INGRID KJAER
NORTHFIELD, IL 60093

950619
3871589

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 9, 1995
JOHN O. HALLBERG, MARRIED
AND RENEE L. HALLBERG, MARRIED
HIS WIFE

("Borrower"). This Security Instrument is given to
PRISM MORTGAGE COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS
and whose address is ONE NORTHFIELD PLAZA-SUITE 111

NORTHFIELD, ILLINOIS 60093 ("Lender"). Borrower owes Lender the principal sum of
THREE HUNDRED EIGHTY THREE THOUSAND FIVE HUNDRED FIFTY AND 00/100
Dollars (U.S. \$ 383,950.00).

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, 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 85 (EXCEPT THE SOUTH 5 FEET THEREOF) AND THE SOUTH 35 FEET OF LOT 86 IN GEORGE F. NIXON AND COMPANY'S POLO AND GOLF SUBDIVISION, A SUBDIVISION IN SECTION 36, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

04-36-315-039

which has the address of 639 WINDSOR DRIVE , GLENVIEW
Illinois 60025 Zip Code ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 6/91

• SRIIL 104001 VMP MORTGAGE FORMS • 10001621-7201
Page 1 of 6 Initialed: RPA

Street, City ,

DPS 100
37.00

Box 14

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Borrower shall promptly advise any lessor which has priority over this Security Interest in any lease to a lessee if there is any transfer or assignment of the property subject to this Agreement.

If you're not sure what to do with your old computer, consider recycling it or giving it away.

4. **Cumulative liability.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may accrue over this Security Instrument, and latefeild 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.

I and 2 shall be applied; that, to any prepayment charges due under the above second, or annuities payable under paragraph 17 third, or interest due fourth, to principal due and last, to any late charges due under the Note.

3. Application of Payment, Unless applicable law provides otherwise, all payments received by Sender under Paragraphs

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, funds 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 sum secured by this Security Instrument.

"If this function is hard to implement because it requires performing many iterations to get the best result, it may be appropriate to use a different approach. For example, if you want to find the minimum value of a function, you can use gradient descent or a similar optimization algorithm. These algorithms iteratively refine the search space until they converge to a local minimum. If the function is smooth and well-behaved, this approach can be very effective. However, if the function has many local minima or is noisy, it may require more iterations and careful tuning of parameters to avoid getting stuck in a local minimum."

The Fundraiser shall be held in an organization which is organized by a federal agency, intergovernmentally, or entity which may be a corporation, a municipal corporation, a state or local authority, or any other entity which is organized for the purpose of raising funds for the Fundraiser.

FIGURE 1 Results of the analysis of variance of the relationship between the number of species and the number of individuals per sample.

2. Funds for Taxas and Incurances Subsidiary applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day immediately preceding the date under the Note, until the Note is paid in full, a sum ("Interest") equal to the sum of the principal amount plus interest over this Security Instrument as a loan on the Property; (b) yearly demand payable at demand dates on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly fixed insurance premiums, or premiums with any other property over this Security Instrument as a loan on the Property; (e) yearly liability insurance premiums, and such amounts as will put any premium property under the Note, until the Note is paid in full, a sum ("Interest") equal to the sum of the principal amount plus interest over this Security Instrument as a loan on the Property; (f) yearly liability insurance premiums, and such amounts as will put any premium property under the Note, until the Note is paid in full, a sum ("Interest") equal to the sum of the principal amount plus interest over this Security Instrument as a loan on the Property.

1. **Language of Treatment and Interventions:** Prejudgment and late changes, terrorism, split personality may widen the gap of and interfere on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM CONTRACTS. Uniform and Standard Contracts and Agreements as follows:

THIS SECURITY INFORMATION contains unclassified information for unclassified use and non-combined government with limited distribution authority.

and will defend such suit to the best of his ability, subject to the disbursement of record.

DEBOROWER GOVERNANTS that Debtorower is lawfully entitled of the estate hereby confirmed and has the right to moratorium.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security.

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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 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 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, those 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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[3]. Notices. Any notice to Borrower provided for in this Security Instrument shall be given 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

13. **Loan Charge.** If the loan secured by this security instrument is subject to a law which sets maximum loan charge, 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 limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan charged to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted loan charged shall be repaid to Borrower. Under my choice 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.

12. Successors and Assigns Bunds; Joint and Several Liability; Co-signers. The convenants 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 instrument but does not execute the Note, (d) is co-signing this Security instrument only to satisfy, grant and convey the sum as agreed by the parties in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the sums as agreed by the parties in the Property instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, together or make any accommodations with regard to the terms of this Security instrument or the Note without the other's consent.

11. Borrower Not Released; Forfeiture By Lender Not a Waiver. Extension of the time for payment of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to relieve the liability of the original Borrower or Borrower's successors in interest of Borrower of the obligations of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower except as provided by law.

Secured by this Security Instrument, whether or not the debt due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the nondelinquent offers to make award of 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, either to restoration or repair of the Property or to the same

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 market 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 less than the amount of the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower and under applicable law otherwise provided, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

10. **Academician.** The proceeds of any award of claim for damages, direct or consequential, in connection with any academician or other linking of any part of the Property, or for conveyance in lieu of condemnation, are hereby retained and shall be paid to [redacted].

9. Inspection. Landlord or his agent may make reasonable entries upon and inspections of the Property. Landlord shall give

For the first time in history, we have a clear-cut example of how a single nation can dominate the world economy. The United States has become the dominant power in the world, and it is likely to remain so for many years to come.

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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

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DPS 1094

Form 301A 9/80

DPS 1094

RECEIVED
ILLINOIS STATE BAR ASSOCIATION
REGISTRATION DEPARTMENT
MAY 1987
NARREN S. PARKER
OFFICIAL SEAL

My Commission Expires
May 1987

Given under my hand and official seal, this
day of May, 1987. The free and voluntary act, for the uses and purposes herein set forth,
signed and delivered the said instrument in THEIR free and voluntary act, for the uses and purposes herein set forth,
subscribed 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)

RENEE L. HALBERG, MARRIED
JOHN O. HALBERG, MARRIED AND
STATE OF ILLINOIS COOK COUNTY
County of Illinois

Notary Public in and for said county and wife do hereby certify
that JOHN O. HALBERG, MARRIED AND
RENEE L. HALBERG, MARRIED

, a Notary Public in and for said county and wife do hereby certify
that JOHN O. HALBERG, MARRIED AND
RENEE L. HALBERG, MARRIED

Borrower
(Seal)

Borrower
(Seal)

RENEE L. HALBERG
JOHN O. HALBERG

Borrower
(Seal)

Borrower
(Seal)

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

- [Check applicable box(es)]
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.
- Adjustable Rate Rider Condominium Rider Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 Other(s) [Specify] V.A. Rider

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

26. 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.

27. Incubing, but not limited to, reasonable attorney fees and costs of title evidence.

28. Breeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph accrued by this Security Instrument without further demand and may foreclose this Security Instrument by judicial sale before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums non-excessive of a default or any other deficiency of Borrower to acceleration and foreclosure. If the default is not cured on the date specified in the notice, Lender may accelerate the debt of Borrower of the right to assert in the foreclosure proceeding the right to repossess after acceleration and the right to assert in the foreclosure proceeding the right to repossess by judicial procedure by foreclosure by judgment proceeding and sale of the Property. The notice shall further seek to cure the default on or before the date specified in the notice may result in acceleration of the sums due from Borrower of the right to repossess after acceleration and the right to assert in the foreclosure proceeding the right to repossess by judicial procedure by foreclosure by judgment proceeding and sale of the Property. The notice shall further seek to cure the default on or before the date specified in the notice 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 given to Borrower, by which the default must be cured; and (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;

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

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

30. 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.

31. Incubing, but not limited to, reasonable attorney fees and costs of title evidence.

32. Breeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph accrued by this Security Instrument without further demand and may foreclose this Security Instrument by judicial sale before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums non-excessive of a default or any other deficiency of Borrower to acceleration and foreclosure. If the default is not cured on the date specified in the notice, Lender may accelerate the debt of Borrower of the right to assert in the foreclosure proceeding the right to repossess after acceleration and the right to assert in the foreclosure proceeding the right to repossess by judicial procedure by foreclosure by judgment proceeding and sale of the Property. The notice shall further seek to cure the default on or before the date specified in the notice 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 given to Borrower, by which the default must be cured; and (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;

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

THIS FIXED/ADJUSTABLE RATE RIDER is made this **9TH** day of **AUGUST** **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 **PRISM MORTGAGE COMPANY**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

639 WINDSOR DRIVE, GLENVIEW, ILLINOIS 60025

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 **7.3750**.
A change in the initial fixed rate to an adjustable interest rate, as follows:

* The Note also provides for

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 **SEPTEMBER , 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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SEARCHED INDEXED SERIALIZED FILED 9/8/2013 MJD

146 of 34

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2. WHEN BOMBONIERS INITIAL FIRED INTEREST RATE CHARGES TO AN ABSISTALIE
INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM GOVERNANT 17
OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B ABOVE SHALL THEN CEASE TO
BE IN EFFECT, AND THE PROVISIONS OF UNIFORM GOVERNANT 17 OF THE SECURITY
INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

If Leander exercises this option, Leander shall give Borrower notice of acceleration. The notice must contain language similar to the following:

Transferee of the Property or a beneficial interest in it, however, is all or any part of the Property transferred or a beneficial interest in it, however, is all or any part of the Property.

1. OUTL. BORROWER'S INITIAL HIGH INTEREST RATE CHANGES TO AN ADJUSTABLE RATE UNDER THE TERMS STATED IN SECTION A ABOVE. INFORMATION GOVERNANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

PROPRIETY OR INHERITANCE REST IN YOUR POWER

(4) Notice of Change
The Notice of Change will clearly set out what is new or a change of the original and the initial fixed interest rate to be applied.

My new letter rate will become effective on each Change Date. I will pay the amount of my new letter rate beginning on the first nonempty payable date after the Change Date until the amount of my

The interreal rate	is required to pay at the first Change Date will not be greater than	9,3750	%
of less than	5,3750	%	The difference, my adjustable interest rate will never be increased or decreased by more than two percentage points (2,0%) from the rate of interreal I have
or less than	9,3750	%	decreased of my single Change Date by more than two percentage points (2,0%) from the rate of interreal I have
been paying for the preceding 12 months. Any interest rate will never be greater than 12,3750 %.			

The Note Holders will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that is due on the Note. The result of this calculation will be the new amount of my monthly payment.

(2,7500) x) 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.

(C) Calculation of Change Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE FOURTHS percentage points to

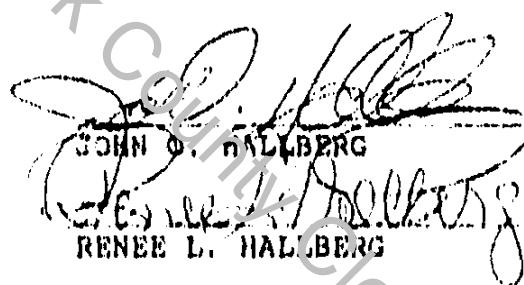
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Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without 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.



JOHN D. HALLBERG
RENEE L. HALLBERG

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

65
35
33
X4
46

UNOFFICIAL COPY

Property of Cook County Clerk's Office

95533-514

UNOFFICIAL COPY

Prepared by

INGRID KJAER
ONE NORTHFIELD PLAZA-SUITE 111
NORTHFIELD, ILLINOIS 60093

95538645

and When Recorded Mail To

PRISM MORTGAGE COMPANY
ONE NORTHFIELD PLAZA-SUITE 111
NORTHFIELD
ILLINOIS 60093

DEPT-01 RECORDING \$23.00
T#0014 TRAN 7089 08/15/95 13:49:00
\$6044 ; TD *-215-5138645
COOK COUNTY RECORDER

95061101 SWS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Real Estate Mortgage

LOAN NO.: 3871589

FOR VALUE RECEIVED the undersigned hereby grants, assigns and transfers to COMERICA MORTGAGE CORPORATION, IT'S SUCCESSORS, SUBSIDIARIES, AND/OR ASSIGNS 3551 HAMLIN ROAD

AUBURN HILLS, MICHIGAN 48326-7437

all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated AUGUST 9, 1995 executed by JOHN O. HALLBERG, MARRIED AND

RENEE L. HALLBERG MARRIED

to PRISM MORTGAGE COMPANY

a corporation organized under the laws of THE STATE OF ILLINOIS

and whose principal place of business is ONE NORTHFIELD PLAZA-SUITE 111
NORTHFIELD, ILLINOIS 60093

and recorded in Book/Volume No.

page(s)

No. COOK

County Records, State of ILLINOIS

as Document
described

hereinafter as follows:

(See Reverse for Legal Description)

Commonly known as 639 WINDSOR DRIVE, GLENVIEW ILLINOIS 60025

95538644

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

STATE OF ILLINOIS
COUNTY OF

PRISM MORTGAGE COMPANY

On AUGUST 9, 1995 before

Terry A. Markus
By: TERRY A. MARKUS
Its: VICE PRESIDENT

me, the undersigned a Notary Public in and for said County and State, personally appeared

TERRY A. MARKUS

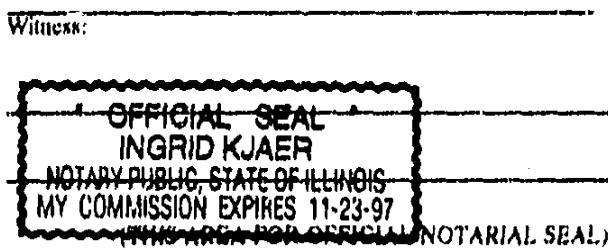
known to me to be the VICE PRESIDENT
and

known to me to be
of the corporation herein which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he/she acknowledges said instrument to be the free act and deed of said corporation.

Notary Public

My Commission Expires 12/31/97

County



Box 14

23.00

UNOFFICIAL COPY

DPS 049

04-36-315-039

Property of Cook County Clerk's Office

LOT 85 (EXCEPT THE SOUTH 5 FEET THEREOF) AND THE SOUTH 35 FEET OF LOT
86 IN GEORGE F. NIXON AND COMPANY'S POLO AND GOLF SUBDIVISION, A
SUBDIVISION IN SECTION 36, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

RIDER - LEGAL DESCRIPTION

95535645