

# UNOFFICIAL COPY

95794306

RECORD AND RETURN TO:  
J M MORTGAGE SERVICES, INC.

3400 DUNDEE ROAD-SUITE 150  
NORTHBROOK, ILLINOIS 60062

Prepared by:  
GENA ROOZEN  
NORTHBROOK, IL 60062

95 NOV 15 AM 10:50

COOK COUNTY  
RECORDER  
JESSE WHITE  
ROLLING MEADOWS

RECORDING 37.00  
# 95794306

3315412

[Space Above This Line For Recording Data]

MORTGAGE

LENDER'S TITLE GUAR.  
2000 N. Cicero Ave., Suite 100  
Hoffman Estates, Illinois 60131  
708-820-8200 • FAX 708-823-2214

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 7, 1995. The mortgagor is DAVID W. GUSTAFSON, A BACHELOR AND GLENN H. GUSTAFSON, A BACHELOR, IN JOINT TENANCY

("Borrower"). This Security Instrument is given to J M MORTGAGE SERVICES, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 3400 DUNDEE ROAD-SUITE 150 NORTHBROOK, ILLINOIS 60062 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED SIXTY FIVE THOUSAND AND 00/100

Dollars (U.S. \$ 165,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 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 7 AND THE NORTH 33 FEET OF LOT 8 IN THE RESUBDIVISION OF LOTS 195 TO 213, LOTS 228 TO 246, LOTS 251 TO 269, LOTS 284 TO 305, ALL INCLUSIVE AND VACATED PUBLIC ALLEYS ALL IN EUGENE L. SWENSON'S EVANSTON MANOR, A SUBDIVISION IN THE NORTH HALF (1/2) OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

10-14-212-019-0000

which has the address of 9315 CENTRAL PARK AVENUE, SKOKIE, Illinois 60203

Street, City,

Zip Code ("Property Address");

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

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VMP  
-6R(IL) 1940B  
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VMP MORTGAGE FORMS • 1800/521-7291

Initials: GENA D.W.G.

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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.

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 shall pay to the Note and the Note interest at the rate of 12%. Variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-national covenants with limited application of and interest on the debt evidenced by the Note and any prepayment and late charges due the Note.

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the Note 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 Escrow Items or otherwise in accordance with applicable law.

The funds shall be held in an escrow account 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, unless Lender may charge Borrower for holding and applying the funds, annually summarily summarizing the escrow items or Escrow Items, Lender may not charge Borrower for holding and applying the funds, annually summarily summarizing the escrow items or Escrow Items, unless Lender pays Borrower interest on the funds and applying service fees to the funds held by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or a charge, however, Lender may agree to pay a one-time charge for an independent real estate tax reporting service to Lender to make such payments to the funds held by Lender.

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. Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any unused monthly payments, charges, assessments, rents, if any, late charges due under the Note, to any late charges due under the Note, to interest due; fourth, to principal due; and last, to any prepayment due under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 2, of the Property, shall apply any funds held by Lender to the time of acquisition or sale as a credit or against the sums secured by this Security instrument.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any unused monthly payments, charges, assessments, rents, if any, late charges due under the Note, to any prepayment due under paragraph 2;

4. Changes; Liens. Borrower shall pay all taxes, assessments, charges, rents, if any, late charges due under the Note, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

If Borrower makes these payments directly, Borrower shall furnish to Lender receipts evidencing the payment over to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, 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 payee named on the obligation secured by the lien in a manner acceptable to Lender; (b) contestants in good faith the lien writing to the payee of the payment made by the Lender's opinion opposite to prevent the Lender from foreclosing the lien to satisfy his claim; (c) secures from the holder of the lien an agreement satisfactory to Lender superimposing the lien to enforce payment of the lien; or (d) secures from the holder of the lien in legal proceedings which in the Lender's opinion operate to prevent the Lender from foreclosing the lien to satisfy his claim.

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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, 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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Date: *08/1997*

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Bank BRILLIANT

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or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or by telephone of the Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it to Lender.

14. Notices. Any notice to Borrower shall be given by deliverying it or by mailing

prepayment charge under the Note.

15. Payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any

Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct

to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to

loan exceed the permitted limits; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge

and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the

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

make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

17. 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 co-signer who co-signs this Security

Instrument but does not execute the Note: (a) is co-signing this Security Instrument only in a separate, general and conveyable capacity but does not execute the Note; (b) is not personally obligated to pay the sum

Borrower's interest in this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or

cancel this Security Instrument. Any agreement among Borrowers which purports to release any Borrower from liability

of the sum secured by this Security Instrument in whole or in part is void. Any agreement among Borrowers which purports to

not operate to release the liability of the original Borrower or Borrower, successors in interest Lender not be required to

of amortization of the sum secured by this Security Instrument given by Lender to any successor in interest of Borrower shall

not operate to release the liability of the original Borrower or Borrower, successors in interest Lender not be required to

successors in interest. Any forfeiture by Lender of any right or remedy shall not be a waiver of or preclude the

exercise of any right or remedy.

18. Borrower Not Released; Forfeiture By Lender Not a Waiver. Extension of the time for payment of this

payment the due date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

severed by this Security Instrument, whether or not due.

Lender is authorized to collect and apply the proceeds, as its option, either to restoration of repair of the sum

awarded or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given,

If the property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condominium offers to make an

offer to settle the sum secured by this Security Instrument whether or not the sum is due.

If the property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condominium offers to make an

offer to settle the sum secured by this Security Instrument whether or not the sum is due.

unless Borrower and Lender otherwise agree in writing or written unless applicable law otherwise provides, the proceeds shall

taking, unless Borrower and Lender otherwise agree in writing or written unless applicable law otherwise provides, the proceeds shall

market value of the property immediately before the taking is less than the sum secured immediately before the fair

before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the property in which the fair

amount of the sum secured immediately before the taking, divided by (b) the fair market value of the property immediately

this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total

Security Instrument, immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by

market value of the property immediately before the taking, in the event of a partial taking of the property in which the fair

whether or not due, with any excess paid to Borrower, in the event of a partial taking of the property in which the fair

in the event of a total taking of the property, the proceeds shall be applied to the sum secured by this Security Instrument,

shall be paid to Lender.

condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and

19. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspectors of the property. Lender shall give

measurable ends in recordable with any written agreement between Borrower and Lender of applicable law.

the premium required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

than Lender may no longer be required, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may be made by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay

be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

one-twelfth of the yearly mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to

substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to

cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If

other coverage substantially equivalent to the mortgage insurance previously in effect, a cost substantially equivalent to the

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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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Form 3014 9/90

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WIL-ER (L) 18098

My Commission Expires:

8/20/93

Notary Public

Given under my hand and official seal, this  
day of **NAME**, 19**YEAR**

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
personally known to me to be the same person(s) whose name(s)  
signed and delivered the said instrument, appears before me this day in person, and acknowledges that  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledges that  
personally known to me to be the same person(s) whose name(s)

that DAVID W. GUSTAFSON, A BACHELOR, IN JOINT TENANCY  
with GLENN H. GUSTAFSON, A BACHELOR AND  
1. Notary Public in and for said county and state do hereby certify  
that DAVID W. GUSTAFSON, A BACHELOR AND  
GLENN H. GUSTAFSON, A BACHELOR, IN JOINT TENANCY

County ss:

9594306

-Borrower  
(Seal)-Borrower  
(Seal)-Borrower  
(Seal)-Borrower  
(Seal)

Witnesses:

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

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

23. Waiver of Homestead, Borrower waives all right of homestead exemption in the property.  
Without charge to Borrower, Borrower shall pay any recording costs.

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

21. Breach. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial  
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums  
non-existent if a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured in  
inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding, the  
secured by this Security Instrument, foreclose by judicial proceeding and sale of the property. The notice shall further  
(d) fail to cure the default on or before the date specified in the notice may result in acceleration of the sums  
(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  
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 7TH day of NOVEMBER 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 J M MORTGAGE SERVICES, INC.

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

9315 CENTRAL PARK AVENUE, SKOKIE, ILLINOIS 60203  
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 6.8750 %. 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 DECEMBER , 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.

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

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INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

2. WHEN BORROWERS INITIAL EXCEED INTEREST RATE CHANGES TO AN ADJUSTABLE RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B ABOVE SHALL THEN CEASE TO BE IN EFFECT.

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.

**Transfer of the Property or a Beneficial Interest to Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if it is beneficially held) to a natural person, without Lender's prior written consent, Lender may, at his 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 general law as of the date of

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

8. TRANSFER OF THE PROPERTY OR A SENSITIVE INTEREST IN BORROWER

(E) Notice of Change. 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 monthly payment, any information required by law to be given me and also notice will include the amount of my monthly payment, any information 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 range 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 again.

The interest rate I am required to pay at the first Change Date will not be greater than 4.8750%. Thereafter, my adjustable 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 12.8750%.

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

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

*David W Gustafson* (Seal)  
DAVID W. GUSTAFSON -Borrower  
*Glenn H Gustafson* (Seal)  
GLENN H. GUSTAFSON -Borrower  
*John C. Clark* (Seal)  
JOHN C. CLARK -Borrower  
*John C. Clark* (Seal)  
JOHN C. CLARK -Borrower

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