

UNOFFICIAL COPY

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.

Section 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 evidence 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.

Section 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.

Section 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

Section 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Section 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

Form 3014 9/90 (page 3 of 7 pages)

UNOFFICIAL COPY

whether or not the due date, 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, divided by (b) the fair market value of the Property immediately before the taking, multiplied by the amount of the proceeds provided, the amount of the sums secured by this instrument shall be reduced by the amount of the proceeds multiplied by the amount of the sums secured by this instrument if less than the amount of the sums secured immediately before the taking, unless Borrower and Lender award or settle a claim for damages, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is entitled to collect and apply the proceeds, at its option, either to restore or repair of the Property or to the sums secured by this instrument, whether or not the due date.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this instrument if the taking is equal to or greater than the amount of the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law provides otherwise, in the event the taking is less than the amount of the sums secured immediately before the taking, the fair market value of the Property in which the fair market value of the Property shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property shall be paid before the taking, divided by (b) the fair market value of the Property immediately before the taking, Any instrument shall be reduced by the amount of the proceeds multiplied by the amount of the sums secured by this instrument whether or not the sums are due.

Security instrument which or not the sums are due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is entitled to collect and apply the proceeds, at its option, either to restore or repair of the Property or to the sums secured by this instrument, whether or not the due date.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone this Security instrument, whether or not the due date.

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

11. Borrower of Relocated; Forbearance Not a Waiver. Extension of the time for payment or modification of the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraphs 1 and 2 or change the amount of such payments in the instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations in the Note; (d) is co-signing this Security instrument; (e) is not personally obligated to pay the sums secured by this Security instrument; and (f) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower.

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower.

14. Notes. Any notice to Borrower provided for in this Security instrument shall be given by delivery in or by mailing it by first class mail unless otherwise specified by notice to Lender. Any notice given by first class mail to Lender's address shall be deemed to have been given to Borrower or Lender within five days of this paragraph.

15. Governing Law; Severability. This Security instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Security instrument or clause of the Note is declared to be severable without the conflicting provision, To the end the provisions of this Security instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conforming 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 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 federal law as of the date of this instrument.

UNOFFICIAL COPY

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

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

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

UNOFFICIAL COPY

Form 3014 9/90 (page 6 of 7 pages)

23, 1993
Jeanne D. Harrington as trustee of the Jeanne D. Harrington Revocable Trust dated August

Jeanne D. Harrington as trustee

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

E. Hunter Harrington

Witnesses:

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

- Adjustable Rate Rider
- Conversion Options Rider
- Condominium Rider
- Fixed/Adjustable Rate Rider
- Family Rider
- Biweekly Payment Rider
- Rate Improvement Rider
- balloon Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Conversion Options / Periodic Rate Limits Rider
- Adjustable Rate Rider
- Other(s) [Specify]

[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 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
3503605

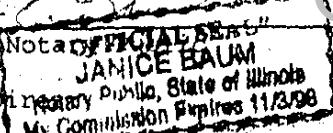
UNOFFICIAL COPY

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS)
COUNTY OF Burke) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JANICE BAUM, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that 1/12 signed, sealed and delivered the said instrument as 1/12 free and voluntary act, for the uses and purposes set forth, including the release therein and waiver of the right of homestead.

Given under my hand and official seal this 25th day of NOVEMBER, 1994.


Notary PUBLIC
JANICE BAUM
Commission expiring Public, State of Illinois
My Commission Expires 11/3/98

STATE OF ILLINOIS)
COUNTY OF) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JANICE BAUM, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that 1/12 signed, sealed and delivered the said instrument as 1/12 free and voluntary act, for the uses and purposes set forth, including the release therein and waiver of the right of homestead.

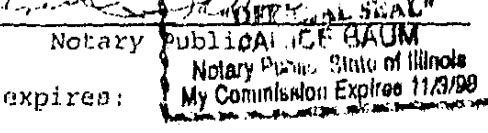
Given under my hand and official seal this day of , 19 .

Notary Public
Commission expires:

STATE OF ILLINOIS)
COUNTY OF Waukegan) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JANICE BAUM, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that 1/12 signed, sealed and delivered the said instrument as 1/12 free and voluntary act, for the uses and purposes set forth, including the release therein and waiver of the right of homestead.

Given under my hand and official seal this 25th day of NOVEMBER, 1994.


Notary PUBLIC
JANICE BAUM
Notary Public, State of Illinois
My Commission Expires 11/3/98

STATE OF ILLINOIS)
COUNTY OF) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JANICE BAUM, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that 1/12 signed, sealed and delivered the said instrument as 1/12 free and voluntary act, for the uses and purposes set forth, including the release therein and waiver of the right of homestead.

Given under my hand and official seal this day of , 19 .

Notary Public
Commission expires:

32030020
282056

UNOFFICIAL COPY

Property of Cook County Clerk's Office

95035875
RECORDED
RECORDED

UNOFFICIAL COPY

95035875

PARCEL 1:

LOT 49 IN AMBRIANCE, BEING A SUBDIVISION OF A PART OF THE WEST 1/2 OF SECTION 30,
TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS OVER OUTLOT A AS DISCLOSED BY DECLARATION OF
TRUST RECORDED NOVEMBER 22, 1988 AS DOCUMENT #88539370.

18-30-306-049

703 Ambriance
Fair Ridge, IL

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

1960 AMBRANCE DR., BURR RIDGE, IL 60521

ADJUSTABLE RATE/CONVERSION / OPTIONS RIDER

This Adjustable Rate/Conversion / Options Rider (the "Rider") is made by and between the undersigned (the "Borrower") and Merrill Lynch Credit Corporation, a Delaware corporation (the "Lender"), as of the 23rd day of November, 1994. This Rider is made to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Merrill Lynch Credit Corporation, a Delaware corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

703 Ambriance Burr Ridge, Illinois 60521.

(Property Address)

THE NOTE CONTAINS PROVISIONS (I) ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT; (II) LIMITING THE MAXIMUM RATE THE BORROWER MUST PAY; AND (III) ALLOWING THE BORROWER AN OPTION TO CONVERT THE INTEREST RATE FROM AN ADJUSTABLE RATE TO A FIXED RATE AND AN OPTION TO CONVERT FROM THE CURRENT INDEX TO A NEW INDEX AND MARGIN.

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

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) **Change Dates**

The interest rate I will pay may change on the first day of February, 1995, and on the first day of every month thereafter. Each date on which my adjustable rate could change is called a "Change Date."

(B) **The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-month dollar deposits in the London market based on quotations of major banks as published in The Wall Street Journal "Money Rates" table. The most recent Index figure available as of the date 25 days before each Change Date is called the "Current Index."

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

(C) **Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding one and seven eighths percentage point(s) (1.875%) to the Current Index. The Note Holder will then round this figure to the nearest one-eighth of one percentage point 0.0625%. Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

(i) **Interest-Only Period.** The "interest-only period" is the period from the date of this Note through November 30, 2004. For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

(ii) **Amortization Period.** The "amortization period" is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, 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.

(D) **Limit on Interest Rate Changes**

My interest rate will never be greater than 13.3125%.

(E) **Effective Date of Changes**

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

95035875

2080204

UNOFFICIAL COPY

The Wall Street Journal "Money Rates" table, (ii) for Margin Option 1, the highest prime rate published in The London market based on quotations of major banks as published in The Wall Street Journal "Money Rates" table, or deposits in the London market my interest rate will be either (i) for Margin Option 2, the average of interest rates for one-month dollar My new index used to calculate my interest rate will be either (i) for Margin Option 1, the highest prime rate published in

Conversion Option.

The "Index Conversion Date" is the next Change Date following my timely notification to the Lender that I am exercising the Index Conversion Option. My new index and margin after the change will be effective on the Index Conversion Date, day prior to the next Change Date. My new index and margin of my election to change indices no later than the twenty-fifth (25th) exercise the Index Conversion Option by notifying the Index Conversion Option only one time during the period. I can called in "Index Option Period", I may exercise the Index Conversion Option before my sixtieth (60th) (base) day. Each such interval is greater than the interval beginning forty-five (45) days before my sixtieth (60th) (base) day. Month anniversary prior to my twelfth (12th) Change Date and for each interval twenty-one (21) day interval occurring each six (6) month anniversary with the forty-fifth day immediately prior to my twelfth (12th) Change Date and continuing until my sixtieth (60th) day including the twenty-fifth day The option to convert to a new index and margin can only be exercised during the forty-one (21) day interval beginning

(b) Option to Convert to New Index

If I choose to exercise the Fixed Rate Conversion Option, the Lender will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal (a) except to the amount of the monthly payment due on the Fixed Rate Conversion Date in full on the Fixed Rate Conversion Date, I will pay (assumingly I make the payment due on the Fixed Rate Conversion Date in full on the Fixed Rate Conversion Date at my new fixed interest rate in substantially equal payments consisting of principal and interest. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment, after the Fixed Rate Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

(2) New Payment Amount and Effective Date

This Note but will not be greater than the maximum rate permitted by applicable law.

Because the Fixed Rate Index is no longer available, the Lender determines my interest rate by using comparable Index published on the most recent date prior to the first day of such month. If the new interest rate cannot be determined because the Fixed Rate Index for any given month during the Fixed Rate Option Period is not published on that date, the Fixed Rate Wall Street Journal on the first day of the month or, if the Fixed Rate Index is not published on that date, the Fixed Rate Index for a 60-day mandatory delivery comminment is published in The Wall Street Journal "Money Rates" table. The user of "Fixed Rate Index" is the Federal National Mortgage Association's yield for 30-year Fixed rate mortgages plus seven-eighths of one percentage point (0.875%), rounded to the nearest one-eighth of one percentage point (0.125%).

My new, fixed interest rate beginning on the Fixed Rate Conversion Date will be equal to the Fixed Rate Index,

(1) Calculation of Fixed Rate

the "Fixed Rate Conversion Date". The date on which my adjustable interest rate converts to the new fixed rate is called exercise rate after the conversion to do so only during the first 5 days of each month during the Fixed Rate Option Period. My notification to my election to do so only during the first 5 days of each month during the Fixed Rate Option Period. My monthly payment is due. This period is called the "Fixed Rate Option Period". I can exercise the Fixed Rate Conversion Option by selecting (12th) scheduled monthly payment on the fifth day of the month that my sixtieth (60th) scheduled to a fixed rate place during the period beginning on the first day of the month in which my

(a) Option to Convert to Fixed Rate

The conversion to a fixed rate can only take place during the period beginning on the first day of the first day of the month in which my new index and margin in accordance with the terms of Section 5(B) below. The "Index Conversion Option" is my option to convert the Index Conversion Option after I have exercised the Index Conversion Option subject to the conditions set forth below.

fixed rate calculated under the "Index Conversion Option" is my option to convert the Index Conversion Option if I have new index and margin in accordance with the terms of Section 5(B) below. I may not exercise the Index Conversion Option after I have exercised the Index Conversion Option; however, I may exercise the Fixed Rate Conversion Option after I have

"Fixed Rate Conversion Option" is my option to convert the interest rate required to pay by this Note from an adjustable rate to a fixed rate calculated under the "Index Conversion Option" is my option to convert the Index Conversion Option after I have two Conversion Options that I can exercise unless I am default on this Section 5 will not permit me to do so. The

5. CONVERSION OPTIONS

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

(f) Notice of Changes

UNOFFICIAL COPY

Unpaid Principal Balance	Margin Option 1	Margin Option 2	Margin Option 3
Less than \$200,000	plus .25%	plus 2.375%	plus 2.5%
\$200,000 - \$299,999	plus 0%	plus 2.125%	plus 2.375%
\$300,000 - \$599,999	minus .25%	plus 1.875%	plus 2.125%
\$600,000 - \$999,999	minus .375%	plus 1.75%	plus 2.0%
\$1,000,000 or more	minus .5%	plus 1.625%	plus 1.875%

If I did not pay Lender an origination fee at closing, the margins set forth above will be increased by an additional one-fourth of one percentage point (.25%). For margin options 1 and 3, my interest rate calculated by adding the index and margin will be rounded to the nearest one-eighth of one percentage point and will be rounded to the nearest one-sixteenth of one percentage point for margin option 2.

(C) Conditions to Exercising Conversion Options

If I want to exercise either of the Conversion Options, I must first meet certain conditions. Those conditions are that: (i) I must still be the owner and occupant of the property subject to the Security Instrument (as defined in this Note); (ii) I cannot have been late on any of the 12 scheduled monthly payments immediately preceding the date on which I give notice of my election to exercise a Conversion Option; (iii) I cannot have been more than 30 days late on any of my scheduled monthly payments; (iv) I must give the Lender notice that I want to exercise a Conversion Option and indicate which option; (v) I must not be in default under the Note or the Security Instrument; (vi) by a date no later than 15 days prior to the Fixed Rate Conversion Date or the Index Conversion Date (as applicable), I must pay the Lender a conversion fee of U.S. \$500 and I must sign and give the Lender any documents the Lender requires to effect the conversion.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Rider.


(Seal)

E. Hunter Harrison
Borrower

(Seal)

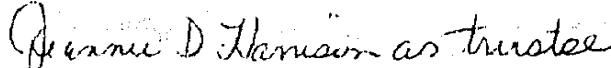
Borrower

(Seal)

Borrower

(Seal)

Borrower



Jeannie D. Harrison as trustee of the Jeannie D. Harrison Revocable Trust dated August 23, 1993

95035875

UNOFFICIAL COPY

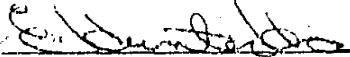
Property of Cook County Clerk's Office

UNOFFICIAL COPY

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

THIS PUD RIDER IS MADE AND ENTERED INTO AS OF THE 23RD DAY OF AUGUST, 1993.

BEST LIVELY BORROWER (PRINTING OR SIGNATURE) E. Hunter Harrison


E. Hunter Harrison
-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

I, Jeannie D. Harrison, as trustee of the Jeannie D. Harrison Revocable Trust, dated August 23, 1993, do hereby accept and agree to the terms and provisions contained in this PUD Rider, and I do hereby acknowledge that I am the sole trustee of the above-named trust and that I have the authority to bind the above-named trust by my signature below.

I, the undersigned, do hereby accept and agree to the terms and provisions contained in this PUD Rider, and I do hereby acknowledge that I am the sole trustee of the above-named trust and that I have the authority to bind the above-named trust by my signature below.

I, the undersigned, do hereby accept and agree to the terms and provisions contained in this PUD Rider, and I do hereby acknowledge that I am the sole trustee of the above-named trust and that I have the authority to bind the above-named trust by my signature below.

I, the undersigned, do hereby accept and agree to the terms and provisions contained in this PUD Rider, and I do hereby acknowledge that I am the sole trustee of the above-named trust and that I have the authority to bind the above-named trust by my signature below.

I, the undersigned, do hereby accept and agree to the terms and provisions contained in this PUD Rider, and I do hereby acknowledge that I am the sole trustee of the above-named trust and that I have the authority to bind the above-named trust by my signature below.

I, the undersigned, do hereby accept and agree to the terms and provisions contained in this PUD Rider, and I do hereby acknowledge that I am the sole trustee of the above-named trust and that I have the authority to bind the above-named trust by my signature below.

I, the undersigned, do hereby accept and agree to the terms and provisions contained in this PUD Rider, and I do hereby acknowledge that I am the sole trustee of the above-named trust and that I have the authority to bind the above-named trust by my signature below.

I, the undersigned, do hereby accept and agree to the terms and provisions contained in this PUD Rider, and I do hereby acknowledge that I am the sole trustee of the above-named trust and that I have the authority to bind the above-named trust by my signature below.

I, the undersigned, do hereby accept and agree to the terms and provisions contained in this PUD Rider, and I do hereby acknowledge that I am the sole trustee of the above-named trust and that I have the authority to bind the above-named trust by my signature below.

I, the undersigned, do hereby accept and agree to the terms and provisions contained in this PUD Rider, and I do hereby acknowledge that I am the sole trustee of the above-named trust and that I have the authority to bind the above-named trust by my signature below.

RECEIVED IN THE DEPARTMENT OF RECORDS

9503585

RECORDED

UNOFFICIAL COPY

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 23rd day of November, 1994, 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 and under-signed (the "Borrower"), to secure Borrower's Note to Merrill Lynch Credit Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 703 Ambleramee Burr Ridge Illinois 60521. The property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and common areas and facilities, as described in Book/Volume 26915063(documen), Page N/A, Dated January 3, 1984, Recorded January 3, 1984 (the "Declaration"). The property is a part of a planned unit development unit known as Amblerace (the "PUD"). The Declaration creates the Owners Association, (i) any by-laws or other rules of incorporation, trust instrument or any equivalent documents which govern the Owners Association, (ii) articles of incorporation, (iii) any by-laws or regulations of the Owners Association, (iv) any covenants and agreements set forth above.

PUD COVENANT. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further agree:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" means (i) Declaration, (ii) articles of incorporation, trust instrument or any equivalent documents which govern the Owners Association, (iii) any by-laws or regulations of the Owners Association, (iv) any covenants and agreements set forth above.

B. Hazard Insurance. So long as the Owners Association maintains, with a general acceptance, insurance policies insuring the property which provides hazard coverage within the term "extended coverage" of the "blanket" policy insuring the property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the premium installed for hazard insurance on the PUD; Any proceeds payable to Borrower are hereby assigned and shall be paid to Lender.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, "more or less" than the insurance coverage to Lender.

D. Condemnation. The proceeds of any award claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the property in the common areas and facilities of the PUD, or for any sums secured by the Security Instrument as provided in Uniform Covenant.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) any abandonment or retermination of the PUD, except for abandonment or termination required by law in the case of substantial deterioration by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management of self-managed unit of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the security instrument at the rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

PLANNED UNIT DEVELOPMENT RIDER

95035875

UNOFFICIAL COPY

MORTGAGE

Title No. _____

TO

Recorded At Request of
Merrill Lynch Credit Corporation

RETURN BY MAIL TO:

Merrill Lynch Credit Corporation
4802 Deer Lake Drive East
Jacksonville, Florida 32246-6484

Attention: Loan Audit Department

RESERVE THIS SPACE FOR USE FOR RECORDING OFFICE

95035825

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office