

RECORD AND RETURN TO:

# UNOFFICIAL COPY

PRISM MORTGAGE COMPANY

ONE NORTHFIELD PLAZA-SUITE 111  
NORTHFIELD, ILLINOIS 60093

TJCH 217-81

95091853

Prepared by:  
**DEBRA GOODMAN**  
NORTHFIELD, IL 60093

**95091853**

DEPT-01 RECORDING \$37.00  
108611 TRAN 5619 02/07/95 1410100  
KZL/TKV X 95-019-1853  
COOK COUNTY RECORDER

108619

(Space Above This Line For Recording Data)

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 6, 1995**. The mortgagor is **ELAINE HANNON, UNMARRIED PERSON**

("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 **ONE HUNDRED TWELVE THOUSAND EIGHT HUNDRED AND 00/100** Dollars (U.S. \$ **112,800.00**).

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 **MARCH 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 27 IN BLOCK 1 IN R. A. CEPEK'S ARLINGTON RIDGE, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 (EXCEPT THE EAST 33 FEET THEREOF) OF THE NORTHEAST 1/4 AND OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTHEASTERLY LINE OF NORTHWEST HIGHWAY, RECORDED SEPTEMBER 2, 1925 AS DOCUMENT 270771, IN COOK COUNTY, ILLINOIS.**

03-30-203-008-0000

*Lot 27 #42,717,415*

which has the address of **939 FERNANDEZ, ARLINGTON HEIGHTS**  
**Illinois 60005** Street, City .

**ILLINOIS-Single Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90**

**Zip Code ("Property Address"):**

**CR-6R(L) 19408**  
**VMP MORTGAGE FORMS 1000/621-7281**

Page 1 of 6

Initials: *LJ*

**JICOR TITLE INSURANCE  
BOX 15**

DPS 1089

*3700 Wk*

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Form 301A 9/90

DPS 1090

GRIFFIN FORMS

this Security Instrument, it Lender determines that any part of the Property is subject to a lien which may prevail over endorsement of the Note or (c) secures from the holder of the lien an agreement satisfactory to Lender substantiating the lien to by, or defends against enforcement of the lien in, legal proceedings which in the lien in a manner acceptable to Lender; (d) certifies to prevent the writing to the payment of the obligation secured by the lien in good faith the Security Instrument unless Borrower has prior notice of the lien to Borrower shall provide his property over this Security Instrument if he fails to pay all taxes, assessments, charges, charges in arrears and expenses in

it Borrower makes these payments directly, however shall promptly furnish to Lender receipts evidencing the payments 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 due manner, Borrower shall pay directly to the Lender or to the Lender's attorney, and thereafter shall pay directly to the Lender amounts of ground rents, if any, Borrower shall pay which may remain payable over this Security Instrument, and thereafter shall distribute to the Property.

4. **Lien of Lender.** Borrower shall pay all taxes, assessments, charges, charges in arrears, charges due under paragraphs 1 and 2 shall be applied first, to my prepayment charges due under the Note, second, to amounts payable under paragraphs 1 and 2.

5. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to my prepayment charges due under the Note, second, to amounts payable under paragraphs 1 and 2.

6. **Security Instrument.** Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender at the time of acquisition of said as a credit, to assist the sum so saved by

funds held by Lender, if, under paragraph 2, Lender shall require to sell the Property, Lender is not to the acquisition of said as a credit, to assist the sum so saved by

which pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than three is not sufficient to pay the Lessor items when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess funds in accordance with the requirements of applicable law, if the amount of the funds held by Lender is not sufficient to the Lender's sole discretion.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

debt to the funds was made, the funds are pledged as additional security for all sums secured by this Security Instrument.

Without charge, an annual accounting of the funds, showing credits and debits to the funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds used by Lender in connection with this loan, unless applicable law provides otherwise, unless an independent real estate tax reporting service a charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Lessor items, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such Lessor items, Lender may not charge Borrower for holding and applying the funds, usually analyzing the escrow account, or including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the funds to pay the funds or otherwise in accordance with applicable law.

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

escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of future Lender a lesser amount, if so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C., Section 2601 et seq. ("RFSPA"), unless another law that applies to the funds related mortgage loan that, receives for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Lessor items." d any, (e) ready-to-wear, average insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with d any, (e) ready-to-wear, average insurance premiums, if any; and (f) clearly hazard or property insurance premiums; (g) clearly flood insurance premiums, of ground rents on the Property, if any; (h) clearly liability insurance premiums; (i) clearly leasehold premiums and assessments which may affect this Security Instrument as a lien on the Property; (b) clearly taxes under on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("funds") for (a) clearly taxes

2. **Funds for Taxes and Insurance.** Subject to applicable law of to a written waiver by Lender, Borrower shall pay to

prepaid and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Principal and Interest.** Prepayment and Late Charges, Borrower shall promptly pay when due the

(UNIFORM COVENANTS, Borrower and Lender govern and agree as follows:

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

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

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 my 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."

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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 damage, 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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of any amendment or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless 21. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach).

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

As used in this Paragraph 20, "Extraterritorial Law" means federal laws and laws of the jurisdiction where the Property is located that relate to liability, safety or environmental protection.

This Paragraph 20, "Extraterritorial Law" includes solvents, materials containing asbestos or formaldehyde, and radioactive materials and substances, radioactive substances, asbestos, formaldehyde, lead paint and other materials that may be found in this Paragraph 20, "Extraterritorial Law" and the following substances: asbestos, lead paint, formaldehyde, radioactive substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, lead paint, formaldehyde, radioactive substances, lead paint and other materials that may be found in this Paragraph 20, "Extraterritorial Law".

Any removal of oil or other remediation of any Extraterritorial Law by Borrower, lessor or lessee of the Property is necessary in accordance with Environmental Law.

Borrower shall promptly give notice of any investigation, claim, demand, award or other action by any

Governmental authority or private party involving the Property and any Liens or Substances subject to Environmental Law

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Environmental agency or private party involving the Property and any Liens or Substances subject to Environmental Law

Liens or Substances on or in the Property. Borrower shall not cause or permit the presence, use, disposal, storage or release of any

Hazardous Substances or of any investigation, claim, demand, award or other action by any

Environmental agency or private party involving the Property and any Liens or Substances subject to Environmental Law

Information required by applicable law.

19. Sale of Note. Change of Lien. Security. Borrower shall remain liable to Lender for all expenses incurred by Lender in connection with the Note and the collection of the Note, including attorney fees, costs and expenses, and Lender will also contain any other

expenses of the new Lien Servicer and the address to which payments shall be made. The note will also contain any other

expenses of the change in accordance with Paragraph 14 above and applicable law. The note will also contain any other

expenses of the Lien Servicer unrelated to a sale of the Note if there is a change of the Lien Servicer. Borrower will be

obliged to pay reasonable attorney fees, costs and expenses incurred by Lender in connection with the Note if there is a change of the Lien Servicer, that collects monthly payments due under the Note and this Security Instrument. There also may be one

instrument may be sold one of more times without prior notice to Borrower. A sale may result in a change in the entity known

as the "Lien Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one

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applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further 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 recordation costs.

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

24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
[Check applicable box(es)]

- Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 V.A. Rider

- Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
 Other(s) [specify] \_\_\_\_\_

- 1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

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

Witnesses:

ELAINE HANNON

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

STATE OF ILLINOIS, COOK

County ss:

I, ELAINE HANNON, a Notary Public in and for said county and state do hereby certify that ELAINE HANNON, UNMARRIED PERSON

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

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/SHE signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

day of July,

My Commission Expires:

Notary Public

Officer of the State of Illinois  
District of Cook  
County of Chicago  
Notary Public  
6R(IL)9408

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

THIS FIXED/ADJUSTABLE RATE RIDER is made this 6TH day of FEBRUARY 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:

939 FERNANDEZ, ARLINGTON HEIGHTS, ILLINOIS 60005  
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 8.8750% . 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 MARCH , 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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Form 3182 6/94 82-01249 DPS 4821

INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

THE SECURITY INSTRUMENT DESCRIBED IN SECTION II ABOVE SHALL THESE TERMS TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNLESS GOVERNMENT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION II ABOVE SHALL THESE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNLESS GOVERNMENT 17

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

INSTRUMENT WITHOUT FURTHER NOTICE OR DEMAND ON BORROWER.

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.

If Lender exercises this option, Lender shall give Borrower notice of such action. The notice shall provide a period of not less than 30 days from the date the notice is delivered to include within such period a statement of the amount of such action. The notice shall give Borrower notice of such action.

This option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this option, requires immediate payment in full of all sums secured by this Security instrument, and Borrower is not a natural person) without Lender's prior written consent, or if this option, requires immediate payment in full of all sums secured by this Security instrument, Lender may, at his option, require immediate payment in full of all sums secured by this Security instrument, and Borrower is sold to a third party.

Transfer of the Property or a Beneficial Interest in Borrower, If all or any part of the Property of any interest in it is sold to Lender or to a third party, Lender shall give Borrower notice of such transfer.

OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

1. until Borrower's initial fixed interest rate changes to an adjustable

## B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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 change in my monthly payment amount or any other note.

The telephone number of a person who will answer any question I may have regarding the note will include the amount of my monthly payment, any information required by law to be given me and also the new interest rate effective date of my change in my adjustable interest rate of any change. The Note Holder will never be liable for any late payment due to an adjustable interest rate before the effective date of my change.

(E) Notice 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.

(F) Effective Date of Changes

The interest rate I am required to pay at the first Change Date will be greater than 11,8750 or less than 5,8750. The interest rate will be greater than 14,8750 or less than 11,8750. 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 theaturity Date at my new interest rate been paying for the preceding 12 months. My interest rate will never be greater than 14,8750.

(G) Limits on Interest Rate Changes

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 theaturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(H) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding the nearest one-eighth of one percentage point (.125%). Subject to the limits stated in Section 4(D) below, this amount will be my new interest rate until the next Change Date.

2,5000 % to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (.125%). Subject to the limits stated in Section 4(D) below, this 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.

ELAINE HANNON

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

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