

# UNOFFICIAL COPY

95192972

RECORD AND RETURN TO:  
PRISM MORTGAGE COMPANY

ONE NORTHFIELD PLAZA-SUITE 111  
NORTHFIELD, ILLINOIS 60093

Prepared by:  
INGRID KJAER  
NORTHFIELD, IL 60093

Box 3779121

- DEPT-01 RECORDING \$43.00
- T40012 TRAN 3193 03/22/95 15:09:00
- 40357 + JM \*-95-192972
- COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 15, 1995  
MARY JO ATTEN, A SINGLE PERSON

The mortgagee is

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

which is organized and existing under the laws of THE STATE OF ILLINOIS  
address is ONE NORTHFIELD PLAZA-SUITE 111  
NORTHFIELD, ILLINOIS 60093

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ 139,500.00 ).

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 APRIL 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:

SEE ATTACHED LEGAL DESCRIPTION

04-35-408-162  
04-35-408-155

FD6053, 20F3

which has the address of 627 CARRIAGE HILL, GLENVIEW  
Illinois 60025 Zip Code ("Property Address"):

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

VMP -6R(IL) 19408 Amended 5/91

VMP MORTGAGE FORMS - 10001621-7291

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Initials: TKA

Street, City ,

DPS 1089

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100-1000

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This Security Instrument, if under circumstances that may exist of the Property is subject to a lien which may attach prior to the commencement of the term or (c) secures from the holder of the lien an assignment satisfactory to Lender and adequate to prevent the Lender's right of foreclosure against the instrument of the lien in the legal proceedings without in the Lender's opinion affecting the lien to writing to the payment of the obligation secured by the lien in a manner acceptable to Lender (b) contains in good faith the Lender in accordance with the terms of the instrument of record.

Borrower shall promptly disburse any sum which his Security Instrument unless otherwise (a) agrees in

it Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this instrument to the number provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the Lender prior to the date of payment of the instrument, and leasehold payments or ground rents, if any, Borrower shall pay which may attach priority over this Security Instrument, unless and impossible to Lender to pay to the Property

4. Charges: Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attachable to the Property

and, to interest due thereon, to principal due and less, to my like charges due under the Note.

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 payment charges due under the Note; second, to amounts paid by Lender under paragraphs

this Security Instrument.

of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sum secured by funds held by Lender, if, under paragraph 2, Lender shall require or sell the Property, Lender, prior to the acquisition or sale

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

welfare money paid him, in Lender's sole discretion.

If the Funds held by Lender to pay the escrow funds when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than time is not sufficient to pay the escrow funds 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 in any debt to the Lender exceed the amounts permitted to be held by applicable law, Lender shall require him to pay to the Lender any welfare money paid him, in Lender's sole discretion.

If the Funds was made, The Funds are pledged as additional security, for all sums secured by this Security Instrument.

whether charge, in mind according to the Funds, showing credit, and debts to the Funds and the purpose for which either Borrower and Lender may agree in writing, however, that it hereinafter shall be paid on the Funds, Lender shall give to Borrower, applicable law requires to be paid, Lender shall note the same to pay Borrower any interest or earnings on the Funds used by Lender in connection with this loan, unless applicable law provides otherwise. Unless in reporting service a charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate law service verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applying the escrow account, or

Escrow Items, Lender may not charge Borrower a holding and applying the Funds, annually unitizing 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 to the Lender in accordance with the instrumentality, 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, sets a lesser amount from time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless another law applies to the Funds 1974 as amended from time to time, related mortgage loan may require for 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 related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," if any: (e) early mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments

2. Funds for Taxes and Insurance: Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform instruments 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 any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurteñances, 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."

THESE COVENANTS shall combine uniform covenants for national use and non-uniform covenants with limited

variations by jurisdiction to constitute a uniform security instrument covering real 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 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:

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of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender and may include any suitable law requires use of another method. The notice shall be directed to the Property Address or by law or clause and may include law requires use of another method.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivery to the party named under the Role.

15. Lender. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is fairly interpreted so that the interest of 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 under the Role; (b) if a refund reduces principal, the reduction will be treated as a partial prepayment without any liability to Lender; (c) if a refund reduces interest or the Note without liability, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower; (d) if a refund by reducing the principal owed under the Note or by making a direct payment to Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

16. Lender. If the loan secured by this Security Instrument is subject to a law without limit on charges, and a law concerning the Role, it is not necessary to reduce the principal or the interest or the Note.

17. Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument.

18. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The documents and requirements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument.

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

exercise of any right of remedy.

20. Lender. Any liability incurred by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any rights or remedies.

21. Borrower Not Responsible; Forfeiture by Lender Not a Waiver; Extension of the time for payment of non-payment.

22. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The documents and requirements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument.

23. Lender. If the loan secured by this Security Instrument is subject to a law which does not permit a limitation of the time for payment of such payments.

24. Lender is authorized to effect and apply the procedure, in its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not due.

25. Lender or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given, award or settle a claim for damages, or if, after notice by Lender to Borrower that the condominium offers to make an

offer to settle the note is abandoned by Borrower before the date the note is given, Borrower shall be liable for the amount of the sum secured by this Security Instrument until the date the note is given.

26. Lender is liable for the amount of the sum secured by this Security Instrument until the date the note is given, unless Borrower fails to respond to Lender within 30 days after the date the note is given, Borrower shall

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notices 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 attorney's 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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ILLINOIS STATE

NOTARY PUBLIQUE

My Commission Expires: 12/31/16

Given under my hand and affidavit seal, this 15 day of November 1995  
 signed and delivered the said instrument in HTS/HBR free and voluntary act, for the uses and purposes herein set forth,  
 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she  
 personally known to me to be the same person(s) whose name(s)

MARY JO ATTEN, A SINGLE PERSON  
 Notary Public in and for said county do hereby certify  
 County of Cook  
 STATE OF ILLINOIS, COOK

Borrower  
 (Seal)

Borrower  
 (Seal)

Borrower  
 (Seal)

Borrower  
 MY COMMISSION EXPIRES 12/1/96 (Seal)  
 NOTARY PUBLIC STATE OF ILLINOIS  
 FRANK W. JAFFE  
 CLERK - SEAL

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

24. Riders to This Security Instrument, If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- (Check applicable box(es))
- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Other(s) [Specify]     |
| <input type="checkbox"/> Graduated Payment Rider          | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Planned Unit Development Rider   | <input type="checkbox"/> Rate Improvement Rider |
| <input type="checkbox"/> Biweekly Payment Rider           | <input type="checkbox"/> Family Rider           |
| <input type="checkbox"/> Contomium Rider                  | <input type="checkbox"/> V.A. Rider             |
| <input type="checkbox"/> Family Rider                     | <input type="checkbox"/> Balloon Rider          |

23. Waiver of Homestead, Borrower waives all right of homestead exception in the Property.
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.
- 21, including, but not limited to, reasonable attorney's fees and costs of title evidence.
- Secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding by the date specified in the note, Lender, at its option, may require immediate payment in full of all sums or before the date specified or any other date of Borrower to accelerate and foreclose. If the default is not cured on non-existence of a default or any other deficiency of Borrower to assert in the foreclosure proceeding the information Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further secure the date the notice is given to Borrower, by which the default must be cured; and (d) 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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## LEGAL DESCRIPTION RIDER

### PARCEL 1: (627 CARRIAGE HILL SOUTH):

THAT PART OF LOT 21 IN IRVIN A. BLIETZ GLENVIEW DEVELOPMENT SUBDIVISION IN SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF FILED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT LR-1899559 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT 17729757, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 21; THENCE ALONG THE WEST LINE OF SAID LOT 21, NORTH 16 DEGREES 52 MINUTES 00 SECONDS WEST, A DISTANCE OF 130.42 FEET; THENCE NORTH 73 DEGREES 12 MINUTES 33 SECONDS EAST A DISTANCE OF 33.43 FEET TO THE POINT OF BEGINNING; THENCE NORTH 73 DEGREES 12 MINUTES 33 SECONDS EAST A DISTANCE OF 50.23 FEET; THENCE NORTH 16 DEGREES 47 MINUTES 27 SECONDS WEST A DISTANCE OF 24.96 FEET; THENCE SOUTH 73 DEGREES 12 MINUTES 33 SECONDS WEST A DISTANCE OF 50.23 FEET; THENCE SOUTH 16 DEGREES 47 MINUTES 27 SECONDS EAST A DISTANCE OF 24.96 FEET TO THE POINT OF BEGINNING.

### PARCEL 2 (G125):

THAT PART OF LOT 21 IN IRVIN A. BLIETZ GLENVIEW DEVELOPMENT SUBDIVISION IN SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF FILED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT LR-1,899,559 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT 17729757 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 21; THENCE ALONG THE WEST LINE OF SAID LOT 21, NORTH 16 DEGREES 52 MINUTES 00 SECONDS WEST, A DISTANCE OF 25.52 FEET; THENCE NORTH 73 DEGREES 12 MINUTES 33 SECONDS EAST A DISTANCE OF 47.75 FEET TO THE POINT OF BEGINNING THENCE NORTH 73 DEGREES, 12 MINUTES, 33 SECONDS EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 16 DEGREES 47 MINUTES 27 SECONDS WEST A DISTANCE OF 30.02 FEET; THENCE SOUTH 73 DEGREES 12 MINUTES 33 SECONDS WEST A DISTANCE OF 10.00 FEET; THENCE SOUTH 16 DEGREES 47 MINUTES 27 SECONDS EAST A DISTANCE OF 30.02 FEET TO THE POINT OF BEGINNING.

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

THIS FIXED/ADJUSTABLE RATE RIDER is made this 15TH day of MARCH 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:

627 CARRIAGE HILL, GLENVIEW, ILLINOIS 60025  
*Property Address*

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 8.5000%. 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 APRIL , 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

Page 1 of 3

Form 3182 5/94 Rev. 07-28-94 DPS 4872

VMP-843B (9408)

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Initials: *[Signature]*

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Form 3182 5/94 Rev. 10/24/94  
HHS-A073

F40 2 of 3

LAW-BAB 0000

INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:  
BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY AGREEMENT DESCRIBED IN SECTION B ABOVE SHALL THEN CEASE TO  
INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17  
2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE  
INTEREST RATE UNDER THE SECURITY AGREEMENT DESCRIBED IN SECTION B ABOVE, UNIFORM COVENANT 17  
OF THE SECURITY AGREEMENT SHALL BE IN EFFECT AS FOLLOWS:

If Lender exercises this option, Lender shall give Borrower notice of transfer, instrument without further notice or demand on Borrower,  
unless prior to the expiration of this period, Lender may invoke any remedies permitted by this Security  
agreement which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these  
shall provide a period of not less than 30 days from the date the notice is delivered or mailed within  
11 Lender exercises this option, Lender shall give Borrower notice of transfer, instrument without further notice or demand on Borrower,  
this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of  
option, require immediate payment in full of all sums secured by this Security Instrument. However,  
and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its  
or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred  
Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property  
dissolution instrument.

Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property  
adjustable interest rate and of my changes in my adjustable interest rate before the effective date of any change. The  
adjustable interest rate and of my changes in my adjustable interest rate 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.  
notice will include the amount of my monthly payment, any information required by law to be given me and also  
adjustable interest rate and of my changes in my adjustable interest rate before the effective date of any change. The  
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 my changes in my adjustable interest rate 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.  
(F) Notice of Change

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 AGREEMENT SHALL BE IN EFFECT AS FOLLOWS:

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

My new interest rate will become effective on each Change 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 begins again.  
(E) Effective Date of Changes

The interest rate I am required to pay at the first monthly payment date after the Change Date 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 14.5000%.  
The interest rate I am required to pay at the first monthly payment date after the Change Date 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 14.5000%.  
(D) 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 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.  
rounded amount will be my new interest rate until the next Change Date.

(C) 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 (0.125%). Subject to the limits stated in Section 4(D) below, this  
( ) 2,7500 % to the Current Index. The Note Holder will then round the result of this addition to  
two and three fourths

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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.

*Mary Jo Atten*  
MARY JO ATTEN

(Seal)  
—Borrower

(Seal)  
—Borrower

(Seal)  
—Borrower

(Seal)  
—Borrower

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 15TH day of MARCH, 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 Note to  
PRISM MORTGAGE COMPANY

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

627 CARRIAGE HILL, GLENVIEW, ILLINOIS 60025  
Property Address

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium  
project known as:

CARRIAGE HILL

Name of Condominium Project

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project  
(the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the  
Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of  
Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security  
Instrument, Borrower and Lender further covenant and agree as follows:

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the  
Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any  
other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other  
equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the  
Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance  
carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which  
provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including  
fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the  
yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the  
Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association  
policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to  
the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned  
and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to  
Borrower.

**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, amount, and extent of  
coverage to Lender.

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3140 9/90

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Page 1 of 2  
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DPS 2889

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Form 3140 9/90  
DPS 7890

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EMB - Q 0100151

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

MARY JEPATEN

*Mary Jepaten*

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

F, Remedies, if Borrower does not pay condominium dues and assessments when due, then Lender may pay Lender to Borrower requesting payment.

by the Security Instrument unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement in the Note rate and shall be payable, with interest, upon notice from by the Security Instrument unless Borrower and Lender under this paragraph F shall become individual debt of Borrower secured item. Any amounts disbursed by Lender under this paragraph F shall become individual debt of Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become individual debt of Lender may pay them.

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

Assumption of (iii) termination of professional management and assumption of self-management of the Owners benefit of Lender.

(iv) any amendment to any provision of the Constitution Documents if the provision is for the express taking by condominium or unit domain;

(v) the abandonment or termination of the Condominium Project, except for abandonment or in the case of a termination required by law in the case of substantial destruction by fire or other causality or in the case of a

written consent, either partition or subdivision the Property or consent to:

E, Lender's Prior Consent, Borrower shall not, except after notice to Lender and with Lender's prior provided in Unitorm Covenant 10.

Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as

D, Condemnation, The proceeds of any award or claim for damages, direct or consequential, payable to