

# UNOFFICIAL COPY

95352288

RECORD AND RETURN TO:  
FIRST SECURITY MORTGAGE, INC.

1010 JORIE BOULEVARD-SUITE 324  
OAK BROOK, ILLINOIS 60521

Prepared by:  
FIRST SECURITY MORTGAGE  
OAK BROOK, IL 60521

(219) 526-0111  
109401 526-0111

DEPT-01 RECORDING \$37.00  
100012 TRAN 4383 05/31/95 14117100  
07460 1 JIM 4-19-95 352288  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]  
**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on **MAY 26, 1995**  
DONALD W. RUSHING  
AND JACQUELINE C. RUSHING, HUSBAND AND WIFE

(\*Borrower"). This Security Instrument is given to  
FIRST SECURITY MORTGAGE, INC.

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose  
address is **1010 JORIE BOULEVARD SUITE 324**  
**OAK BROOK, ILLINOIS 60521**

(\*Lender"). Borrower owes Lender the principal sum of  
**ONE HUNDRED SEVENTY NINE THOUSAND NINE HUNDRED AND 00/100**

Dollars (U.S. \$ 179,900.00)

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 **JUNE 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 3 IN LIPPA OKTO SUBDIVISION, BEING A SUBDIVISION OF PART OF THE  
WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36 TOWNSHIP 38 NORTH, RANGE 12  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

17-36-470-010

which has the address of **8320 SOUTH OKTO, BRIDGEVIEW** Street, City.  
Illinois 60455 Zip Code ("Property Address"):

ILLINOIS Single Family FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 D/90

Amended 6/93

DRILL FORM

AMERICAN MORTGAGE FORMS 0000671-791

Page 1 of 1

Initials: *PC*

DPS 1089

BOX 333-CTI

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4. (Continues) further, Horowitz shall pay all taxes, assessments, expenses, attorney's fees and other costs and expenses arising out of the foregoing.

should be applied, first, to any preparation due under the Note second, to numerous types under paragraph 7, and, if necessary, to parts of parts under the Note.

This Series is intended to provide a broad-based introduction to the field of securities law.

I now present in full to all such as said by this Deed, instrument, Lender shall promptly return to Borrower any funds held by Lender. If, under paragraph 21, Lender shall acquire of all the Property, Lender, prior to the conclusion of sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit toward the sum so said by

If the funds held by leaders exceed the minimum permitted to be held by a self-governed law, leaders should be required to return some portion of the funds held by leaders to the community in the form of a self-governed law.

The funds shall be held in an escrow account until paid by a bidder.

7. Funds for taxes and insurance, together with the amount paid in cash, should be deposited in a savings bank by the owner of the dwelling house under the Note, until the Note is paid in full, in a sum of "Rupees", for the security taken

**1. Summary of proposed and intended reorganization and late changes.** Reorder shall promptly pay when due the amount of and interest on the debt evidenced by the Note and any prepayment and the charges due under the Note.

**SERIES OF CONSTITUENTS**, following and further extending and giving us following

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**BORROWER'S OBLIGATIONS** shall Borrower's liability except of the estate hereby acknowledged and less the right to negotiate.

COLLECTIVE WELFARE IN THE INFORMATION ERA OF INTELLIGENCE OPERATIONS, AND IN INFORMATION WARFARE

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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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any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

13. **Joint & Several Liabilities.** If the joint secured by this security instrument is subject to a law which sets maximum joint charges, and that law is fairly interpreted so that the interest or other joint charges collected or to be collected in connection with the joint exceed the permitted limits, then: (a) any such joint charge shall be reduced by the amount necessary to reduce the charge below the permitted limits, and (b) any sum already collected from the other joint which exceeded the permitted limits will be refunded to the joint. Under many choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the owner. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to the owner.

12. **Successors and Assignees bound; joint and several liability; co-signers.** The co-signers and agreeements of this security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's executors and administrators and agreeements shall be joint and several. Any Borrower who co-signs this security instrument but does not execute the Note: (a) is co-signing this security instrument only to acknowledge, grant and convey that Borrower's interest in the Property under the terms of this Security instrument and (b) is not personally obligated to pay the sum(s) secured by this Security instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or make any accommodations with regard to the terms of this Security instrument or the Note without that other's consent.

11. Borrower Not Releasing Lender from Agreement by his Signature instrument grants to Lender, extension of the time for payment of indebtedness of another loan of the sum secured by this Security instrument granted to any successor in interest of Borrower shall not affect the liability of the original Borrower to Lender to pay Lender in exercising any right or remedy which may be available to Lender in interest of Borrower's successors in interest. Any forfeiture by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

several by this security instrument, whether or not the debt is  
held and otherwise agree in writing, my application of proceeds to principal shall not extend or  
possess the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the property is abandoned by the owner or if, after notice by letter to the owner that the demand offers to make an award or settle a claim for damages, the owner fails to respond to demand within 30 days after the date the notice is given under is authorized to collect and apply the proceeds, at his option, either to restoration or repair of the property or to the sum

unless the owner and lessee agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are then due.

market value of the Property immediately before the taking is less than the amount of the sum awarded indemnity before the taking. Any damage shall be paid to Borrower, in the event of a partial taking of the Property in which the sum

In the event of a total lossage of the Property, the proceeds shall be applied to the sum so used by this Security instrument.

consideration of other factors by part of the Property, or for convenience in law of conveyance, the party issuing and

9. Inspector, Leader or in absent case make responsible authority upon and intimation of the property, leader shall give however notice at the time of or prior to an inspection specifying unavoidable cause for the inspection.

involving arms in accordance with any written agreement between them and in accordance with applicable law.

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred for 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 title 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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absorbed to the foregoing instrument, upon and before me this day in person, and acknowledged that the same person(s) personally known to me to be the same person(s) whose name(s) appears and delivered the said instrument as THEIR true and voluntary act, for the uses and purposes herein set forth given under his hand and affixed seal, this 25th day of May 1993.

L. *The Unfinished* (1905) . . . . .

ISS (June.)

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any papers or agreements by Borrower and recorded with it.

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24. RIDERS TO THIS SECURITY INSTRUMENT, IN ONE OF MORE RIDERS TO BE 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.

(c) a date, not less than 30 days from the notice shall specify; (d) the action required to cure the default  
 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default  
 caused by such instrument; (c) 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, provided notice is given and sale of the property. The notice shall further  
 inform Borrower of the right to remanuif 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 instrument  
 including, but not limited to, reasonable attorney's 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 my recondition costs.

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

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

THIS FIXED/ADJUSTABLE RATE RIDER is made this 25TH day of MAY 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 FIRST SECURITY MORTGAGE, INC.

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

8320 SOUTH OKETO, BRECKENRIDGE, TAHUOTIS 60455  
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 8.5600%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

### B. 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 JUNE 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 31B2 6/94 rev. 07/99 DPS 4872

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VMP MORTGAGE FORMS - (800)621-7201

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DISPENSATION FORM

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INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNQUOTE GOVANNAT 17  
OF THE SECURITY INSTITUTE AGREEMENT DESCRIBED IN SECTION B ABOVE, UNQUOTE GOVANNAT 17  
INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNQUOTE GOVANNAT 17  
2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE  
INTEREST RATE SHALL BE AMENDED TO READ AS FOLLOWS:

Interest will not further move or demand of borrower  
and prior to the expiration of his period, lender may invoke any remedies provided by the security  
which borrower must pay all sums awarded by this Security Institute, if borrower fails to pay due  
shall provide a period of at least 10 days from the date the note is delivered a demand within  
10 days of exercise this option, lender shall give borrower notice of acceleration, if the note  
this security instrument.

This option shall not be exercised by lender if exercise is prohibited by law or if the due date  
option, same immediate payment in full of all sums secured by this security instrument, however,  
and borrower is not a named person without lender's prior written consent. Lender may, at its  
or any interest to it is sold or transferred to another for a nominal sum as in borrower is sold or transferred  
transfer of the property or a beneficial interest in borrower, it and/or any part of the property

OF THE SECURITY INSTITUTE AGREENT SHALL BE IN EFFECT AS FOLLOWS:  
INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNQUOTE GOVANNAT 17  
INTEREST RATE UNDER THE INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE  
1. INITIAL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE

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

The Note Holder will either or will to the note of the change in my trust fund to the note  
adjustable interest rate and of my changes in my adjustable interest rate before the effective date of any change, the  
Note Holder will reduce the amount of my adjustable interest rate by law to be given me and also  
the telephone number of a person who will answer my question regarding the notes.

### (b) Notice of Change

My new trustee will receive effective on each change date, I will pay the amount of my monthly  
payment changes on the first monthly payment date after the change date until the amount of my monthly

### (c) Effective Date of Change

The Note Holder will require to pay at the first change date never be greater than £4,500  
been paid for the preceding 12 months, by interest rate will never be greater than £4,500  
decreased in any single change date by more than two percentage points (0.12%), from the rate of interest I have  
of less than £5,500 9%. The holder, my adjustable interest rate will never be increased to  
the interest rate I am required to pay at the first change date will not be greater than £11,500 9%

### (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  
amount paid that I am expected to owe at the change date in full on the maturity date of my new interest rate  
in subsequent payments. The result of this calculation will be the new amount of my monthly payment  
in subsequent payments. The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the  
amount paid that I am expected to owe at the change date in full on the maturity date of my new interest rate  
to round down will be my new interest rate until the next change date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the  
amount paid that I am expected to owe at the change date in full on the maturity date of my new interest rate  
to round down will be my new interest rate until the next change date.  
2,5000 9% to the current index. The Note Holder will then round the result of this addition to  
two and one half percent of one percentage point (0.125%). Subject to the limits stated in Section 4(d) below, this

before each change date, the Note Holder will calculate my new interest rate by adding  
percentage point(s)

### (e) Calculation of Changes

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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.**

RONALD W. BUSITNO

Digitized by srujanika@gmail.com

JACQUINNE C. RUSHING

(Scal)  
•borrower

(Seal)  
Borrower

(Seal)  
- Borrower

(Seal)

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