

# UNOFFICIAL COPY

95358272

RECORD AND RETURN TO:

NORTH SHORE MORTGAGE AND  
FINANCIAL SERVICES, INC.  
576 LINCOLN AVENUE  
WINNETKA, ILLINOIS 60093

DEPT-01 RECORDING \$37.50  
T90011 TRAN 7042 06/02/95 14:34:00  
45713 + RV \*-95-358272  
COOK COUNTY RECORDER

Prepared by:  
RICHARD NASH  
WINNETKA, IL 60093

222-3128415

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MAY 25, 1995**  
**DANIEL M. KODROFF**  
**AND RHONA S. KODROFF, HUSBAND AND WIFE**

The mortgagor is

95358272

("Borrower"). This Security Instrument is given to  
**NORTH SHORE MORTGAGE AND FINANCIAL SERVICES, INC.**,

which is organized and existing under the laws of **STATE OF ILLINOIS**, and whose  
address is **576 LINCOLN AVENUE**  
**WINNETKA, ILLINOIS 60093**

(Lender"). Borrower owes Lender the principal sum of  
**TWO HUNDRED FORTY NINE THOUSAND NINE HUNDRED AND 00/100**

Dollars (U.S. \$ 249,900.00).

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 1 IN GLENNETT ESTATES, BEING A SUBDIVISION OF PART OF THE EAST 1/2  
OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13, EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

102  
05-31-~~000~~-014-0000

ATTORNEY'S NAME  
FIRM

which has the address of **1327 CARIANN LANE, GLENVIEW**  
**Illinois 60025**

Street, City,

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90  
Amended 5/91

Zip Code ("Property Address");

68(1)(1) (93-8)

VMP MORTGAGE FORMS - 18001621-1281

Page 1 of 6

Initials: *RSK*

*D.MK*

3750  
m

DPS 1089

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Form 3014 9/90 Initials *AS*  
DTS 1090

9465-983-5

Digitized by srujanika@gmail.com

Some other such problems arising may then mainly be priority over this security instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the instrument or (b) consents in good faith to lend the sum so agreed.

4. (Interests) leases, borrower shall pay all taxes, assessments, charges, times and impositions attributable to the Property which may accrue prior to this Security instrument, and leasehold payments of ground rents, if any, borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in full manner, borrower shall pay them on time directly to the person owed payment, borrower shall promptly furnish to lender all notices of demands to be paid under this paragraph. It furthermore makes these payments directly, borrower shall promptly furnish to lender receipts evidencing the payments.

1 and 2 shall be applied first to any prepayment changes due under the Note second, to amounts payable under Paragraph 2  
1 third, to interest due fourth, to principal due last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds paid over to Lender under paragraph 2, Lender shall acquire or sell the Property, besides, prior to the acquisition of said funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender shall apply any funds held by Lender by Lender at the time of acquisition of said as a credit against the sums secured by this Property, shall apply any funds held by Lender at the time of acquisition of said as a credit against the sums secured by this Security Instrument.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall remit to Borrower the amounts held by Lender exceeding the amounts permitted to be held by applicable law. Lender shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

The Funds shall be held in an institution whose depositors are insured by a federal agency, instrumentalities, or entity (including Lender), if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow items, Lender may not charge escrow fees to hold escrow funds, and applicable law permits Lender to make such a charge; however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Lender is not entitled to receive any fees, charges, or compensation from the Funds or its depositors.

**DISCUSSION** Hints of circadian rhythms in accordance with applicable laws

1. **Prayagrat or Prinicipal and Interest:** Repayment and late charges, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

TERMS OF COVENANT, Borrower and Lender covenant and agree as follows:

**THIS SECURITY INFORMATION** contains information which is subject to automatic disclosure under the Freedom of Information Act. It is intended for limited circulation among authorized personnel.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage;

100% of the improvements now or hereafter created on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this 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 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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13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing to the first address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

(2) **Interest charges.** If the loan secured by this security instrument is subject to a law which sets maximum loan charges and that law is found to be interpreted or other loan charges collected or to be collected in connection with the loan exceeded the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the loan to the permitted limits, and (b) any sums already collected from Borrower which exceed the permitted limits will be refunded to the permitted limits and (c) any sums already collected from Borrower which exceed the permitted limits will be refunded to Borrower. Under this Note, if a refund is made to the lender by reducing the principal owed under this Note or by making a direct payment to Borrower, it is refund and reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

(2) Successors and Assigns Bound; Joint and Several Liability; Causipper's. The co-owners and assignees of this security instrument shall bind and benefit by the successions and assignments of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's executors and administrators shall be joint and several. Any heirs or devisees who co-sign this security instrument shall bind and benefit by the successions and assignments of Lender and Borrower, subject to the provisions of paragraph 17. Successors and assigns of Lender and Borrower, the co-owners and assignees of this security instrument shall bind and benefit by the successions and assignments of Lender and Borrower, subject to the Note without their owner's consent.

11. **Power Not Granted; Reservation of the Right to Payment of Modification**  
Notwithstanding the foregoing, if the Seller does not have the right to exercise any of the rights reserved by the Buyer under this Agreement, the Seller shall not be liable for any damages resulting from such non-exercise.

Less funds under and forwarde otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in subparagraphs 1 and 2 of clause the amount of such payments.

In the event of a property or liability insurance claim, either holder may tender to Borrower the condominium documents to make an award of settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration of property to the status

10. (a) **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

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

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost of borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by lender. If subsequently established mortgagelender is not available, Borrower shall pay to Lender a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage based or based to be in effect, Lender will accept use and retain these payments as a loss reserve in lieu of mortgage insurance loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay the premiums required to maintain coverage in effect, or to provide a loss reserve, until the requirement for mortgage ends in accordance with any written agreement between Borrower and Lender or 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 (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

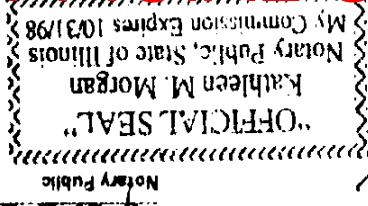
**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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Form 3014 9/90 DRS 1094

MRP -6RJLJ 19881 448-5616



10/31/98

Given under my hand and official seal, this day of  
signed and delivered the said instrument as **THEIR** 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 **The**  
personally known to me to be the same person(s) whose name(s)

the DANIEL M. KODROFF AND RHONA S. KODROFF, HUSBAND AND WIFE  
, a Notary Public in and for said county in which do hereby certify

(County ss:

COOK

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

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

- 1-A Family Rider
- 1-B Domestic Rider
- 1-C Adjustable Rate Rider
- 1-D Fixed Rate Rider
- 1-E Interest Only Rider
- 1-F Prepaid Interest Rider
- 1-G Prepaid Term Development Rider
- 1-H Rate Improvement Rider
- 1-I Second Home Rider
- 1-J Other(s) [Specify]

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 Supplement  
and shall amend and supplement the covenants and agreements of this Security Instrument.

25. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

26. 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.

27. Release, upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

28. Indulging, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
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  
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 to accelerate and foreclose. If the default is not cured non-existence of a default  
before the date specified in the notice to Borrower to accelerate and foreclose. If the notice provided in this paragraph  
is given by the holder of this Security Instrument, Lender, to assert its right to accelerate proceeding the  
sums secured by this Security Instrument by judicial proceeding and sale of the Property. The notice shall further  
specify the date the notice is given to Borrower to accelerate and foreclose. The notice shall further  
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
(c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and  
applicable law provides otherwise). The notice shall specify: (a) the action required to cure the default;

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

THIS FIXED/ADJUSTABLE RATE RIDER is made this 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 NORTH SHORE MORTGAGE AND FINANCIAL SERVICES, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1327 CARIANN LANE, GLENVIEW, ILLINOIS 60025  
Property Address **95358272**

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 7.7500 %. 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 31B2-5/9d Keweenaw  
DHS 4873

7. WHEN BORROWERS INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, LENDER GOVERNANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF LENDER GOVERNANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

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 otherwise given, whichever 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.

Transferee of the Property or a Beneficial Interest in Borrower, it shall or any part of the Property or any interest in it is sold or transferred (or if it is held in a beneficial interest in Borrower is sold or transferred) for a benefit mutual interest in Borrower is sold or transferred for a benefit mutual interest in Borrower is sold or transferred without Landlord's prior written consent, Landlord may, at his option, require immediate payment in full of all sums secured by this Security Instrument, however, this option shall not be exercised by Landlord if exercise is prohibited by federal law as of the date of

BEST IN BORROWING POWER INTEREST IN BORROWING

The Note Holder will deliver or mail to me a notice of any material change in my initial fixed interest rate to an adjustable interest rate and of any changes in my monthly payments, any information required by law to be given me and also notice will include the amount of my monthly payments, any information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

Any new liability that may arise as a consequence of the above change date will pay the amount of my monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

The interest rate I am required to pay at the first Change Date will not be greater than 9.7500 or less than 5.7500. If thereafter, my adjustable interest rate will never be increased to pay at any simple Change Date by more than two percentage points (2.0%) from the rate of interest I have been charged on any simple Change Date preceding 12 months, my interest rate will never be decreased to pay at any simple Change Date by more than two percentage points (2.0%) from the rate of interest I have been charged on any simple Change Date by more than two months. My interest rate will never be increased or decreased on any simple Change Date by more than two percentage points (2.0%) from the rate of interest I have been charged on any simple Change Date by more than two months. The date of the last change in the interest rate will be the date of the last change in the interest rate.

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.

( ) 2,7500 % to the Current Index. The Note Holder will then round the result of this addition to the nearest one eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be the new interest rate until the next Change Date.

(c) A continuation of c) changes  
Before each change (change Date), the Note holder will calculate my new interest rate by adding  
TWO AND THREE FOURS  
percentages points(s)

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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.

95358272

X *Daniel M. Kodroff* \_\_\_\_\_ (Seal)  
DANIEL M. KODROFF \_\_\_\_\_ -Borrower

X *Rhona S. Kodroff* \_\_\_\_\_ (Seal)  
RHONA S. KODROFF \_\_\_\_\_ -Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

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