

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
PRISM MORTGAGE COMPANY

350 WEST HUBBARD-SUITE 222  
CHICAGO, ILLINOIS 60610

95413622

Prepared by:  
PRISM MORTGAGE COMPANY  
CHICAGO, IL 60610

DEPT-01 RECORDING \$37.00  
T#0012 TRAN 0802 05/31/96 14:56:00  
#1219 CG \*-96-413622  
COOK COUNTY RECORDER

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 24, 1996  
PHILLIP H. FACTOR  
AND SARI G. FACTOR, HUSBAND AND WIFE

The mortgagor 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 350 WEST HUBBARD-SUITE 222  
CHICAGO, ILLINOIS 60610

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

FOUR HUNDRED ONE THOUSAND TWO HUNDRED FIFTY AND 00/100

Dollars (U.S. \$ 401,250.00 ).

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, 2026  
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 19 IN BROOKVALE UNIT NUMBER 2, BEING A SUBDIVISION OF PARTS OF  
GORMLEY'S ADDITION TO GLENCOE IN SECTION 18, TOWNSHIP 42 NORTH, RANGE  
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
RECORDED OCTOBER 13, 1955 AS DOCUMENT NUMBER 16389977, IN COOK COUNTY,  
ILLINOIS.

05-18-103-029-0000

which has the address of 726 BROOKVALE TERRACE , GLENCOE  
Illinois 60022

Street, City ,

Zip Code ("Property Address");

ILLINOIS-SAFE Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90  
Amended 5/91  
VMP -6R(ILL) 195021

DPS 1089

BOX 333-CTI

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DS/90

Form 3014 9/90 Initials:

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WD-6R(II), 1940A1

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 addititons shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

1. Payment of PRINCIPAL AND INTEREST; Preparation 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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach prior to the Note; (b) yearly leasehold payments;

or ground rents in the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums; if any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items".

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 Residential Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law permits Lender to make such a charge. However, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such varying the Escrow Items, unless Lender may require Borrower to pay the Funds, annually analyzing the escrow account, or Escrow Items. Lender may not charge Borrower, for holding and applying the Funds, annually analyzing the escrow account, or Escrow Items, unless Lender may agree to pay the Funds to pay the (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the (including Lender, if Lender is such an entity) or instrumentality, or entity whose depositors are insured by a federal agency, instrumentality, or

The Funds shall be held in an escrow account with applicable law.

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 expenditures of future services, in accordance with the 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 permits Lender to make such related mortgage loan may require for Borrower's escrow account under the federal Residential Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law permits Lender to make such a charge. However, unless Lender may require Borrower to pay the Funds and applicable law permits Lender to make such varying the Escrow Items, unless Lender may require Borrower to pay the Funds, annually analyzing the escrow account, or Escrow Items, unless Lender may not charge Borrower, for holding and applying the Funds, annually analyzing the escrow account, or Escrow Items, unless Lender may agree to pay the Funds to pay the (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the (including Lender, if Lender is such an entity) or instrumentality, or entity whose depositors are insured by a federal agency, instrumentality, or

used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or without charge, in an annual account of the Funds, showing debts to the Funds and debts to the Funds and debts to Borrower, Lender and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, for the excess Funds in accordance with the requirements of applicable law, Lender shall account to Borrower for the excess Funds held by Lender at any time to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount of the Funds held by Lender at any time to pay the Escrow Items or sell the Funds secured by this Security Instrument to Lender at the time of acquisition or sale of the Property, first, to any late charges due under the Note; second, to amounts paid under paragraphs 1 and 2 shall be applied; third, to any prepayment charges due under the Note; fourth, to principal due under paragraph 2; fifth, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 4. Charges: Lender, Borrower shall promptly pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, Lender shall pay all sums secured by this Security Instrument to Lender prior to the payment of all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender shall promptly furnish to Lender notices of amounts to be paid under this paragraph to the person owed payment. Borrower shall furnish to Lender notices of amounts to be paid under this paragraph to the person owed payment. Borrower shall furnish to Lender notices of amounts to be paid under this paragraph to the person owed payment. These obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment.

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

4. Payment of Taxes and Insurance. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, Lender shall pay all sums secured by this Security Instrument to Lender prior to the payment of all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any sums held by Lender. If, under paragraph 2L, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale 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 this Security Instrument.

Funds held by Lender. If, under paragraph 2L, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale 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 this Security Instrument.

5. Assignment. This instrument is binding on Borrower and his heirs, executors, administrators, successors, assigns and personal representatives.

6. Miscellaneous.

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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

*J. Sief* DPS 1091

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be given by first class mail to or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to or by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address by first class charge under the Note.

Borrower, Lender may choose to make this reduced by reducing the principal owed under the Note or by making a direct payment to Borrower. If a reduced principal is made this will be treated as a partial prepayment without any charge to the principal limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Lender. Lender may choose to make this reduced by the amount necessary to reduce the charge loan exceed the permitted limits. Then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan is finally interest or other loan charges collected or to be collected in connection with the and that law is finally interest or other loan charges collected or to a law which sets maximum loan charges, 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which makes any accommodation with respect to the terms of this Security Instrument or the Note without that Borrower's consent.

Borrower's interest in the Property under the terms of this Security Instrument may agree to extend, modify, forgive or secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or extend the term of this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to forgive, grant and convey that Security instrument to Borrower who co-signs this Security paragrap 17. Borrower's covenants and assignments of Lender and several. Any Borrower, subject to the provisions of Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the exercise of any right of remedy.

12. Successors and Severability; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall be joint and severable in the event of the death or incapacity of any co-signer or if any co-signer ceases to be a member of or precludes the exercise of any right of remedy. Any right of action by Lender in exercising any right of remedy shall not be a waiver of or precludes the successors in interest. Any right of action by Lender in exercising any right of remedy shall not be a waiver of or precludes the exercise of any right of remedy by Lender of any demand made by the original Borrower or Borrower's immediate descendants against any successor in interest or refuse to exercise its right to pay otherwise modified amortization payments proceedings against any successor in interest or otherwise modified to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to make an assignment of the sums secured by this Security instrument general by Lender to any successor in interest of Borrower shall be required to release the liability of the original Borrower or Borrower's successors in interest or otherwise modified to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to release the liability of the original Borrower or Borrower's successors in interest or otherwise modified to release the liability of the original Borrower or Borrower's successors in interest.

13. Borrower Not Releases; Forbearance By Lender Not a Waiver. Extension of the time for payment of principal or modification 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 such payments.

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

Lender is authorized to collect and apply the proceeds of its option, either to restoration or repair of the Property or to the sums awarded or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of the sums secured by this Security instrument general by Lender to any successor in interest, Lender shall not be required to collect and apply the proceeds of its option, either to restoration or repair of the Property or to the sums awarded or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of the sums secured by this Security instrument general by Lender to any successor in interest, Lender shall not be required to collect and apply the proceeds of its option, either to restoration or repair of the Property or to the sums awarded or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

unless Borrower and Lender otherwise 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.

unless Borrower and Lender otherwise agree before the taking is less than the amount of the sums secured immediately before the market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the fair before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by the taking, unless Borrower and Lender otherwise agree in writing, the following fraction: (a) the total this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not due, with any excess paid to Lender.

14. 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

Borrower notice at the time of or prior to an inspection specifically regarding reasonable cause for the inspection.

9. Lapsection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

whether or not due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair

market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument general by Lender to any successor in interest, Lender shall not be required to collect and apply the proceeds of its option, either to restoration or repair of the Property or to the sums awarded or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

unless Borrower and Lender otherwise 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.

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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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

*[Signature]* DPS 1093

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WMP-GRILL/reco2

My Commission Expires:  
NOTARY PUBLIC, STATE OF ILLINOIS  
MAY 2, 1995

Bonnie J. Miller  
Notary Public

"OFFICIAL SEAL"

Given under my hand and official seal, this 24th day of May 1995.  
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 THEY  
personally known to me to be the same persons whose name(s)

PHILLIP H. FACTOR AND SARITA G. FACTOR, HUSBAND AND WIFE  
of the undersigned  
, Notary Public in and for said County and state do hereby certify  
that  
STATE OF ILLINOIS, COOK  
County, Illinois  
-Borrower  
(Seal)

PHILLIP H. FACTOR  
V. A. G. Factor  
-Borrower  
(Seal)  
-Borrower  
-Borrower  
-Borrower

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement  
the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
[Check applicable box(es)]  
 Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Payment Rider  
 Second Home Rider  
 Biweekly Payment Rider  
 Rate Impovement Rider  
 Planned Unit Development Rider  
 condominium Rider  
 Family Rider  
 Other(s) [Specify]

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
Without charge to Borrower, Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
21, including, but not limited to, reasonable attorney fees and costs of title evidence.  
proceeding by this Security Instrument without further demand and may foreclose this Security Instrument by judicial  
or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums  
non-existent or a default or any other default of Borrower to acceleration and foreclosure proceeding the  
inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure further  
secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. 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 default; (b) the action required to cure the default;

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## ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps - Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this 24TH day of MAY , 1996 , 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 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: 726 BROOKVALE TERRACE, GLENCOE, ILLINOIS 60022

### Property Address

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. 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. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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 interest rate of 6.3750 %. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

#### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The adjustable interest rate I will pay may change on the first day of JUNE , 1997 , and on that day every 12th month thereafter. 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.

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE FOURTHS percentage point(s) ( 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 my new interest rate until the next Change Date.

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My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), or (iii) if the nearest one-eighth of one percentage point (0.125%), or (iv) if the nearest one-eighth of one percentage point (0.125%). The Note Holder will determine my interest rate by using because the applicable commitments are not available, the Note Holder will determine my interest rate by determining the nearest one-eighth of one percentage point (0.125%), if this is required net yield can be determined to be nearest one-eighth of one percentage point (0.125%), or (ii) if the nearest one-eighth of one percentage point (0.125%). Rate stated in Section 4(D) above.

## (B) Calculation of Fixed Rate

If I want to exercise the Conversion Option, I must first meet certain conditions. These conditions are that: (i) I must give the Note Holder notice that I want to do so at least 15 days before the next Conversion Date; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$ 250.00;

and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion. The conversion can only take place on (1) if the first Change Date is 21 months or less from the date of this Note, the first, fourth or fifth Change Date, or (2) if the first Change Date is more than 21 months from the date of this Note, the third, fourth or fifth Change Date. Each Change Date is called the "Conversion Date". I can convert my interest rate only from an adjustable rate to a fixed rate also is called the "Conversion Date". I can convert my interest rate only on one of these Conversion Dates.

The conversion can only take place on (1) if the first Change Date is 21 months or less from the date of this Note, the first, fourth or fifth Change Date, or (2) if the first Change Date is more than 21 months from the date of this Note, the third, fourth or fifth Change Date. Each Change Date is called the "Conversion Date". I can convert my interest rate only from an adjustable rate with interest rate limits to the fixed rate established under Section 5(B) below.

I have a Conversion Option that I can exercise unless I am in default of this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert to a different rate I am required to pay by this Note

## (A) Option to Convert to Fixed Rate

## 5. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

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

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

The interest rate I am required to pay at the first Change Date will not be greater than 8.3750 % or less than 4.3750 %. Thereafter, my adjustable interest rate will never be increased or decreased on any 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 12.3750 %, which is called the "Maximum 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 monthly rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

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## (C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

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

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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.

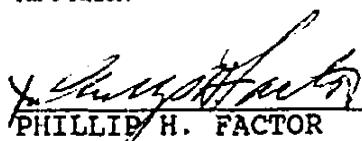
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. 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.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
PHILLIP H. FACTOR

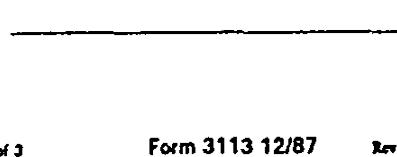
(Seal)  
-Borrower

  
SARI G. FACTOR

(Seal)  
-Borrower

  
PHILLIP H. FACTOR

(Seal)  
-Borrower

  
SARI G. FACTOR

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-Borrower

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