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RECORD AND RETURN TO:
PRISM MORTGAGE COMPANY

350 WEST HUBBARD-SUITE 222
CHICAGO, ILLINOIS 60610

Prepared by:
ERICA G. WHITE
CHICAGO, IL 60610

96518818

DEPT-01 RECORDING \$39.50
T#0010 TRAN 5390 07/08/96 15:12:00
#6447 + C.J * 96-518818
COOK COUNTY RECORDER

MORTGAGE

3950
AB

THIS MORTGAGE ("Security Instrument") is given on JUNE 14, 1996
ANTHONY F. CRINCOLI
AND PATRICIA A. CRINCOLI, HUSBAND AND WIFE

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

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 350 WEST HUBBARD-SUITE 222
CHICAGO, ILLINOIS 60610

(Lender"). Borrower owes Lender the principal sum of THREE HUNDRED SEVENTY FIVE THOUSAND AND 00/100

Dollars (U.S. \$ 375,000.00)

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 JULY 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 4 (EXCEPT THE WEST 42 FEET THEREOF) AND LOT 5 (EXCEPT THE EAST 66 FEET THEREOF) IN FOREST GLEN ADDITION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 1941 AS DOCUMENT 12691405, IN COOK COUNTY, ILLINOIS.

05-17-118-065
05-17-118-066

FIRST AMERICAN TITLE
CITYSCAPE

which has the address of 1233 FOREST GLEN DRIVE NORTH, WINNETKA
Illinois 60093

Zip Code ("Property Address"):

Street, City .

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

DPS 1089

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Borrower shall personally disaffirm any lien which has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; or (b) consents in good faith the lien entitles of, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may affect over

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

4. Charges/Interest. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph

third, to interest due, 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 1 and 2 shall be applied first to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, If, under paragraph 21, Lender shall refuse to sell the property, Lender, prior to the acquisition of sale of the property, shall apply any Funds held by Lender at the time of acquisition of sale as a credit against the sums secured by

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is not sufficient to pay theorrower items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months after Lender's sole discretion.

The Funds shall be held in an institution whose depositors are insured by a federal agency, insurmountability, 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 Borrower for holding and applying the Funds, annually analyzing the escrow account, or venturing the Escrow items, unless Lender pays Borrower interest on the 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 legal service or used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires Lender to pay Borrower any interest or earnings on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds without charging Lender, showing credit and debts to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credit and debts to the Funds and the purpose for which each Lender was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

Estuary limits or otherwise in accordance with applicable law.

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 affect the Security Instrument as a lien on the Property; (b) yearly leasedhold payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) 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 Protection Act of 1974 as amended from time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

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

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

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

Grant and convey the Property to the Trustee in undivided ownership, 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.

Instruments. All of the foregoing is referred to in this Section instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security.

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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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Form 301A 9/90
DPS 1092

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

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and this law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already collected from Borrower under this Note or by my making a direct payment to Borrower, Lender may choose to make this refund by reducing the principal owed under this Note or by my making a direct payment to Borrower. In a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under this Note.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraphs 17, Borrower's co-signers and agreeements shall be joint and several. Any assignee who co-signs this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the terms of this Security Instrument.

11. Borrower Not Relieved; Forfeiture by Lender Not a Waiver; Extension of the time for payment of modification of ammortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's heirs, executors, administrators, successors in interest, assigns, or transferees from the obligations contained in this instrument.

Secured by this Security Instrument, whether or not later due, 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner orders to make an award or 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, as in its option, either to restoration or repair of the Property or to the sums

unless borrower and lender otherwise agree in writing or unless otherwise law otherwise provides, the proceeds shall be applied to the sums secured by this Secured 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 secured immediately before the market value of the property in the market.

amount of the sum set aside immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

Security instruments shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total

whether or not it is due, with any excess paid to the holder who in turn may immediately resell it to another. But there is no market value of the paper itself. The paper is not an asset in itself; it is a claim on assets held by the issuer.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Landlord.

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

Insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

optional coverage substantially equitably apportioned to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an ultimate mortgage insurer approved by Lender. If substantial liability equitably apportioned to the mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to be in effect. Lender will accept use and retain these payments as a loss reserve in lieu of mortgage insurance.

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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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ERIC G WHITE

My Commission Expenses

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEY**, personally known to me to be the same Person(s) whose name(s) is/are under my hand and affixed seal, this **14** day of **July**, **1914**.

ANTHONY F. CRINCOLI AND PATRICIA A. CRINCOLI, HUSBAND AND WIFE

STATE OF ILLINOIS, COOK COUNTY, ILLINOIS,
a Notary Public in and for said county and state do hereby certify

Bottower (Seal) **Bottower** (Seal)

PATRICIA A. CRINGOLI
-Borrower
(Seal)

ANTHONY F. GRINCOLI
-Dorowee
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and requirements contained in this Security Instrument and cedes(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.

23. Water of homestead, borrower waves at right of homestead exemption to the property.

without charge to Borrower. Borrower shall pay any recordation costs.

21, including, but not limited to, reasonable attorney's fees and costs of title evidence.

applicable law provides otherwise). The notice shall specify: (a) the details; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remit late after acceleration and the right to assert in the foreclosure proceeding the non-existent or a default or any other deficiency of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph including, but not limited to, reasonable attorney's fees and costs of title evidence.

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RIDER - LEGAL DESCRIPTION

LOT 4 (EXCEPT THE WEST 42 FEET THEREOF) AND LOT 5 (EXCEPT THE EAST 66 FEET THEREOF) IN FOREST GLEN ADDITION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 1941 AS DOCUMENT 12691405, IN COOK COUNTY, ILLINOIS.

05-17-118-065
05-17-118-066

SEARCHED
INDEXED
SERIALIZED
FILED

DPS 049

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Property of Cook County Clerk's Office

00002608

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

THIS ADJUSTABLE RATE RIDER is made this **14TH** day of **JUNE**,
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:

1233 FOREST GLEN DRIVE NORTH, WINNETKA, ILLINOIS 60093

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 **6.6250** %. 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 **JULY**, 1999, 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.

MULTISTATE CONVERTIBLE ADJUSTABLE RATE RIDER Single Family 1 Year Treasury Index - FNMA Uniform Instrument

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Form 3118 1/89

CC

DPS 408

VMP-845B (9-94)

VMP MORTGAGE FORM 3118-52 1-7-89

ACR

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DPS 409

LNP-B45B 1980-1

Form 3118 1/69
If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly
(C) New Payment Amount and Effective Date

Rate stated in Section 3(B) above.
comparable information. My new rate calculated under this Section 3(B) will not be greater than the Maximum
because the applicable amounts are not exact, the Note Holder will determine my interest rate by using
to the nearest one-eighth of one percentage point (0.125%). If this rounded decimal amount is covered by
applicable 60-day mandatory delivery documents, plus five-eighths of one percentage point (0.625%), rounded
(0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by
five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point
years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery documents, plus
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
My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield

(B) Calculation of Fixed Rate

documents the Note Holder requires to effect the conversion.

Holder a conversion fee of U.S. \$ 250.00 ; and (iv) I must sign and give the Note Holder any
under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note
(i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default
if I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that:

convert to the new fixed rate is called the "Conversion Date".
the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can
The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on
from an adjustable rate with interest rate limits to the fixed rate established under Section 3(B) below.

I do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note
I have a Conversion Option that can exercise under Section 3(A) will not permit me

(A) Option to Convert to Fixed Rate

5. FIXED INTEREST RATE CONVERSION OPTION

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

B. FIXED INTEREST RATE OPTION

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

(F) Notice of Changes

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

(E) Effective Date of Changes

My interest rate will never be greater than 11.6250 %, which is called the "Maximum Rate".
points) (2,0000 %) from the rate of interest I have been paying for the preceding 12 months.
on any single Change Date by more than TWO

The interest rate I am required to pay at the first Change Date will not be greater than 8.6250 %
or less than 4.6250 %. Thereafter, my adjustable interest rate will never be increased or decreased

(D) Limits on Interest Rate Changes

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
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

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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.


ANTHONY F. CRINCOLI

(Seal)
-Borrower


PATRICIA A. CRINCOLI
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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