

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
CENTURION FINANCIAL  
GROUP, INC.  
102 WILMOT ROAD-SUITE 390  
DEERFIELD, ILLINOIS 60015-5113

Prepared by:  
NATALIE A. MICALETTI  
DEERFIELD, IL 60015-5113

96769491

• DEPT-01 RECORDING \$17.00  
• F80010 TRAN 8290 10/08/96 15:53:00  
• 45257 1 C 1 X-96-769491  
OSKIR COUNTY RECORDER

1547900

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 27, 1996  
SEAN C. O'BRIEN  
AND TRACY M. O'BRIEN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to  
CENTURION FINANCIAL GROUP, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS  
address is 102 WILMOT ROAD-SUITE 390  
DEERFIELD, ILLINOIS 60015-5113  
("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED SEVENTY SIX THOUSAND AND 00/100

Dollars (U.S. \$ 176,000.00 ).

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 OCTOBER 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 48 IN SUNSET PARK UNIT NUMBER 4, A SUBDIVISION OF THE SOUTH HALF OF  
THE SOUTH EAST QUARTER OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 12 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED  
JULY 21, 1955 AS DOCUMENT NUMBER 16307250, IN COOK COUNTY, ILLINOIS.

96769491

04-26-411-009

which has the address of 1418 HUNTINGTON DRIVE , GLENVIEW  
Illinois 60025  
ZIP Code ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90  
Initials: *[Signature]* Amended 5/91

Street, City ,

DPS 1089

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Borrower shall promptly discharge 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; (b) certifies in good faith the lien is not defensible against enforcement of the lien in legal proceedings which in the Lender's opinion creates 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.

(f) Borrower makes these payments directly, Borrower shall promptly furnish to Lender copies of all notices of amounts to be paid under this paragraph.

to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, to the person owed payment provided in paragraph 2, or if not paid in full within 30 days, Borrower shall pay them on time directly to these obligors in the manner provided in this instrument, Borrower shall pay them on time directly which may sustain priority over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay which may sustain priority over this Security Instrument, charges, fines and impositions attributable to the Property.

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

and, to interest due, to principal due, and last, to any late charges due under the Note.

5. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note, second, to amounts payable under paragraph 2;

third, to interest due, to principal due, and last, to any late charges due under the Note.

6. **Security Instrument.** shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sum secured by

Funds held by Lender; if, under paragraph 2, Lender shall agree to sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender to the amount received by Lender under this instrument.

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

welfare money payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by this applicable law, Lender shall account to Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months.

which is not sufficient to pay the Borrower items when due, Lender may so notify Borrower in writing, and, in such case Borrower

for the excess funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender is any

debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

without charge, in annual accounting of the Funds, showing credits and debits 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,

applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds,

used by Lender in connection with this loan, unless applicable law provides otherwise. Interest in accordance with a charge. However, Lender may require a one-time charge for an independent real estate tax reporting service

or attorneying the Borrower, unless Lender pays to the Borrower interest on the Funds paid applying the escrow account, or

escrow items. Lender may not charge bond or other holding and applying the Funds, usually analyzing the escrow account, or

including Lender, if Lender is such as to satisfy or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

escrow items or otherwise in accordance with applicable law.

Borrower items of debt may not charge bond or other holding and applying the Funds, usually analyzing the escrow account, or

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount,

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. (RESPA), unless otherwise law applies to the Funds

related mortgage loans, and require Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Borrower items," if any, yearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with

and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

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

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

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

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT complies with all uniform conventions for national use and non-uniform conventions with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

that the Property is lawfully seized of the estate hereby conveyed and has the right to mortgage.

intervenor. All of the foregoing is referred to in this Security Instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances, and

fixtures now or heretofore a part of the property. All replacements and additions shall also be covered by this Security

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in 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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of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to the address marked unless otherwise set forth in this Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

it by first class mail unless otherwise specified in law.

15. Preparation of charge under the Note.

Borrower, Lender may choose to make this loan available by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal due under the Note or by reducing a direct loan exceeded the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be reduced to 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 such loan charge shall be collected or to be collected in connection with the amount exceeded the permitted limit.

16. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loans charges,

make any accommodation with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

Borrower's signature on the Note: (a) is co-signing this Security Instrument; (b) is not personally obligated to pay the principal amount but does not execute the Note; (c) agrees that Lender and any other Borrower may agree to extend, modify, reduce or renew this Security Instrument; and (d) agrees that Lender and any other Borrower may agree to pay the principal amount but does not execute the Note.

17. Security Instruments and Assignments of Leases and Joint Tenancy: 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

any right or remedy.

18. Right of Setoff. Any right to exercise any right of setoff or to preclude the

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

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

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

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

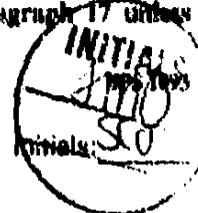
**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding 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



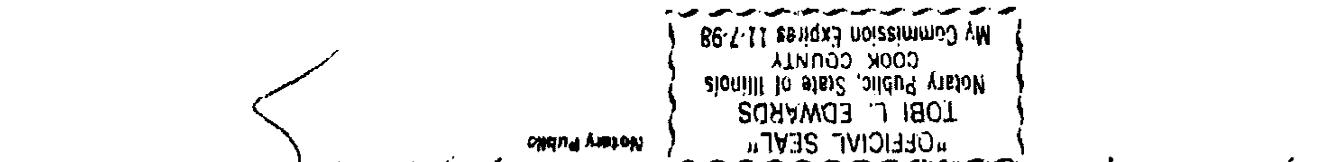
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10/15/94

Form 301A 9/90 Page A of 6

GRL (IL) 19501

10/15/94



Given under my hand and official seal, this 27th day of October, 1994  
Signed and delivered the said instrument as THIRTY free and voluntary act, for the uses and purposes therein 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 person(s) whose name(s)

SEAN C. O'BRIEN AND TRACY M. O'BRIEN, HUSBAND AND WIFE

"Notary Public in and for said County and State do hereby certify  
(County and State)

-Borrower  
(Seal)

-Borrower  
(Seal)

TRACY M. O'BRIEN  
(Seal)

SEAN C. O'BRIEN  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and  
in my 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 will agreeements 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.

25. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Property.  
Without charge to Borrower, Borrower shall pay any recordation costs.

26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
entitling, but not limited to, reasonable attorney's fees and costs of title evidence.

27. Proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
secured by this Security Instrument without further demand and may foreclose this Security Interest by judicial  
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums  
non-default or default or any other deficiency of Borrower to accelerate and foreclose. If the default is not cured on  
failure Borrower of the right to cure the default after acceleration and sale of the Property. The notice shall further  
secured by this Security Instrument, unless otherwise specifically provided in the notice may result in acceleration  
(d) that failure to cure the default on or before the date specified in the notice shall result in acceleration of the amounts  
(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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## FIXED/ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps) 1547900

THIS FIXED/ADJUSTABLE RATE RIDER is made this 27TH day of SEPTEMBER 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 Fixed/Adjustable Rate Note (the "Note") to CENTURION FINANCIAL GROUP, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1418 HUNTINGTON DRIVE, GLENVIEW, ILLINOIS 60025

*Property Address*

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

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

### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.875%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

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

#### (A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of OCTOBER 2001, 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.

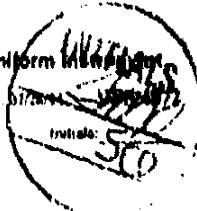
MULTISTATE FIXED/ADJUSTABLE RATE RIDER - 1 YEAR TREASURY INDEX - Single Family - Fannie Mae Uniform Mortgag

1-100-843R 104081

Page 1 of 3  
VMP MORTGAGE FORMS - 10001021-7201

Form 3182 6/94 Rev. 07/2004

Initials: *[Signature]*



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FORM 3192-5/94 Rev. 6/23/84

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

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE  
INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17  
OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

b. TRANSFER OF THE PROPERTY OF A LEGAL INTEREST IN BORROWER

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

My new rates 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 begins.

The interest rate I am required to pay at the first Change Date will not be greater than 9.8750 %. The interest rate I am required to pay at the first Change Date will be greater than 9.8750 %, if interest rates increase. Otherwise, my adjustable interest rate will never be greater than 12.8750 %. My interest rate will never be greater than 12.8750 %.

The Note Holder will then determine the amount of the monthly payment due, would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date as my new monthly payment.

(C) *Amendment of Changes*  
 Before each Change Date, the Note Holder will calculate my new interest rate by adding  
 TWO AND THREE ROUTHS  
 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  
 % 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

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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.

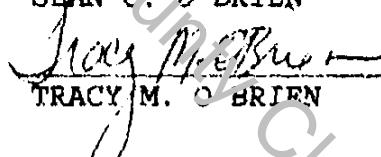
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements 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.

  
SEAN C. O'BRIEN

(Seal)  
—Borrower

  
TRACY M. O'BRIEN

(Seal)  
—Borrower

  
\_\_\_\_\_

(Seal)  
—Borrower

  
\_\_\_\_\_

(Seal)  
—Borrower

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