MSN SV-79 / DOCUMENT CONTROL DEPT. P.O. BOX 10756 VAN NUYS, CALIFORNIA 97410 0266

LOAN #: 2877531

ISCROW/CLOSING #

SPACE ABOVE FOR RECORDERS USE

Prepared by: AMERICA'S WHOLESALE LENDER 2443 WARRENVILLE ROAD, STE. 150 LISLE, IL 60532.



MORTGAGE

THIS MORTGAGE ("Security Instrument") is given by: November 7, 1997 The mortgagor is KEVIN S. VEON, AND LISA M. VEON, HUSBAND AND WIFE AS JOINT TENANTS

("Borrower"). This Security Instrument is given to AMERICA'S WHOLESALE LENDER

which is organized and existing under the laws of NEW YORK 155 NORTH LAKE AVENUE. PASADENA. CA 91109

("Lender"). Borrower owex Lender the principal sum of THREE HUNDRED FORTY THOUSAND and 00/100

Dollars (U.S. \$ 340,000.00) ). This debt is evidenced by Borrower's note pated 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 December 1, 2027 . 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 nums, with interest, accoanced 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, Horrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois.

100 36.103.092

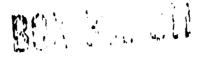
H.LANOIS - Single Family

Fannk Mac/Freddie Mac UNIFORM INSTRUMENT

- Millia webin

C311, (14/96)

AMENORIGAGE FORMS, (2005): 290



#### LEGAL DESCRIPTION

File No.: NO660124

THAT PARY OF LOT 963 IN BLOCK 17 OF THE THREI DIVISION OF RIVERSIDE IN TOWNSHIP 39 NORTH TAYGE 12 EAST OF THE THIRD PRINCIPAL MERIDUM DESCRISED AS FOLLOWS. BEGINNING AT THE SOUTH WEST CORNER OF SAID LOT THENCE NORTH EASTERLY ALONG THE WESTERLY Boundary to the north west corner thereof along the northerly solndary in an EASTERLY DIRECTION TO THE NORTH EAST CORNER THEREOF THENCE SOUTHERLY ON THE EASTERN COUNDARY TO A POINT 118 FEET SOUTH OF SAID NORTH EAST CORNER THENCE Westerly Wastraight Line to the Place CIP Beginning except that part commencing AT THE SOUTH CAST CORNER THEREOF THENCE NORTH EASTERLY ON THE EASTERLY BOUNDARY THEREOF SE MEST THENCE A DISTANCE OF 36 ITEST NORTH WESTERLY ON A LINE PARALLEL TO THE SOUTHERLY ROUNDARY THEREOF THENCE IN A SOUTH WESTERLY DIRECTION TO A POINT ON THE SOUTHERLY COUNDARY THEREOF WHICH IS 49 PERT FROM THE PLACE OF BEGINNING County County Conty of Conty o MEASURED ALONG THE COUTHERLY LINE THEILEOF THENCE SOUTH EASTERLY 45 PEET TO THE PLACE OF BEIGINMAND IN COCK COUNTY, ILLINCIIS

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SEE ATTACHED LEGAL DESCRIPTION. PIN # 15-36-102-042

Parcel (DW: 15 36 102 042

which has the address of 175 NORTHWOOD , RIVERSIDE

Street, City!

Illinois 60546.

("Fragerty Address");

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions 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 awfully seised of the estate hereby conveyed and has the right to mortgage. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and

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

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

UNIFORM COVENANTS. Borrower and Lender covenar, and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges.

Borrower Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and an prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable lay 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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property i isurance premiums; (d) yearly flood insurance premiums, if any; (c) yearly mortgage insurance premiums, if any; and (f) any sums payable by florrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premium. These items are called "Escrow Items." Lender may, at any time, collect and hold bunds in an amount not to exceed the maximum amount a lender for a federally related mortgage foan may require for Bortower's escrow account under the federal Real Estate Soutement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 260) et seq. ("RESPA"), unless another less 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. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentary, or entity (including Londer, 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 verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to rick; such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. 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 credits and debits to the Funds and the purpose for which each debit to the Funds was

made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be feld 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 the Escrow 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. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 acquire or sell the Property, Lender, prior to the acquisition or sale of the

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Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides othe wise, 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; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Chargest Llens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay 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. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

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) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lient or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. It hender entermines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender long give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within O days of the giving of notice.

5. Hazard or Property Insurvace. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard, included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires 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 is 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 I inder 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 Horrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property lamaged, it 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 to see at, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with my excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that my 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 after the notice is given.

Unless Londer 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 ecount 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 unus secured by his Security Instrument immediately

prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Jonn Application: Lemeholds. 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 a teast one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extending 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. Bo rower shall be in default if any factiture 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 comp v with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not morge unless Lender agrees to the merger in writing.

7. Projection 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

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paying any sums secured by a ben 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 obtain coverage substantially equivalent 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 alternate mortgage insurer approved by Lender. If substantially equivalent 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 lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain occrtgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for Jamages, 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 shall be paid to Lender.

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 then 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, unless Borrower and conder otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds and tiplied by the following fraction: (a) the total amount of the sums secured 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sams secured immediately before the taking, 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower ibut the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days act if the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the die date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released: Forbearance By Lender Not a Walver. Extension of the time for pagment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against at y successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remidy shall not be a waiver of or preclude the exercise of any right or remidy.
- 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 paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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- 13. Loan Charges. If the loan secured by this Security Instrument's subject to a law which sets maximum loan charges, and that how is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the 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 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 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 i.e.v.; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which are Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable his, 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 of 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 e tercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Bortower notice o' acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mai ed 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 'urther 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 at if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in entoceing 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 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 (togother 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

Inside KSL

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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 finvironmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic penticides 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 coverant and agree as follows:

- 21. Acceleration: Remedies, I ender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or applement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (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 fadure 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, Correlosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and fereclosure. If the default is not cured on or before the date specified in the notice, Lender, at his 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 21, including, but not limited to, reasonable attorneys' fees and costs of the evidence.
- 27. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borro ver. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.
  - 21. Waiver of Homestend. Borrower waives all right of homesorae exemption in the Property.
- 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 or incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(3) were a part of this Security Instrument.

[Check applicable box(es)]				
X Adjustable Rate Ricer(s)	ţ.	Condominium Ricer	1-4 Family Rider	
Graduated Payment Rider		📑 Planned Unit Devalopment Rider		
Balloon Rider	1	Rate Improvemen. Rider	Second Home Rider	
VA Rider	ĺ	Other(s) [specify]		

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

KEVIN S. VEON

LISA N. VEON

(Scal) diamover

(Seal) ·Borrower

(Seal) Horrower

(Scal) Horrower

STATE OF ILLINOIS.

County sai

Notary Public in and for said county and state do hereby certify that

ATE OF ILLINOIS, COOK KEVIN SUEUN I CISA M personally known to me to be the same person(s) whose name(s)

subscribed to the foregoing instrument, appeared before me this day in terson, and acknowledged that signed and delivered the said instrument as from and voluntary self for the uses and purposes therefore the forth.

Civen under my hand and official sent, this figure day of the uses and purposes therefore the forth.

My Commission Expires:

Notars Public, State of Illino's My Commission Expires 3/6/19

WHEN RECOMPED MAIL TO: COUNTRYWIDE HCM2 LOANS INC. MSN SV-79 DOCUMENT CONTROL DEPT. P.O. BOX 10266 VAN NUYS, CA 91410-0266

LOAN #: 2877531 ESCROW/CLOSING #: ND 660124 SPACE ABOVE FOR RECORDERS USE

PARCEL ID #: 15 36 102 042 Prepared by: T. SHAW AMERICA'S WHOLESALE LENDER 2443 WARRENVILLE ROAD, STE.150 LISLE 10 60532.

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

THIS FIXED ADJUSTABLE RATE RIDER is made this 7th day of November, 1997, 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

ALLETINTATE PINED/ADDI NOABLE - NATE RIDER OF VEAR TREASURY INDEX Chapter Family - Family May Uniform Individues

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Form 3182 10/98

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undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note")

AMERICA'S WHOLESALE LENDER

(the "Lender") of the same date and covering the property described in the Security Instrument and located of 175\_NORTHADOD

RIVERSIDE IL 60546

[Property Address]

THE NOTE PROVIDES: FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS CHE AMOUNT THE BORROWER'S ADJUSTABLE INTERESTURATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM PATE 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 7.375 %. 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 , and the adjustable interest rate [VIII] pay may change on day of December . 2004 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

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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 ledex 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 & THREE QUARTERS percentage point(s) (2.750 %) 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 now new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of

this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.375 % or less than 2.750 %. Phyreafter, my adjustable interest rate will never be increased or decreased on any single 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 12.375 %.

(E) Effective Date 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 payment changes again.

(F) Notice of Changes

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

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CONV ARM 5/1. 7/1 & 10 / Ridge

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B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER 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:

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 magnest 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 imprediate payment in full of all sums secured by this Security Instrument. However in a option shall not be exercised by Lender if exercise is prohibited by federal law is 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 del vered 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. 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 DESCRIBED IN SECTION BI ABOVE SHALL THEIR CRASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT OF OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Berrower. 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

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LOAN #: 2877531

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 it 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 their 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 recured 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.

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

KEVIN S. VEOR		(Scal) Bottower
LISA IN VEON	1 V.n-	(Scal) -Borrower
C	Of C	(Seal) Borrower
		(Seal) -Borrower
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ARM 5/1. 7/1 & 10.1 Rider