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1997-01-01 10:00 AM CDT  
Property of Clerk's Office

RECORD AND RETURN TO:  
PREFERRED MORTGAGE ASSOCIATES, LTD.  
3030 FINLEY ROAD, SUITE 104  
DOWNERS GROVE, ILLINOIS 60515

PREPARED BY:  
H.A. DAVIS  
DOWNERS GROVE, IL 60515

(Space Above This Line For Recording Date)

## MORTGAGE

,1997 10

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 25  
The mortgagor is NORMAN J. RANKIN AND DIANE L. RANKIN,  
HUSBAND AND WIFE

("Borrower").

This Security Instrument is given to  
PREFERRED MORTGAGE ASSOCIATES, LTD.

which is organized and existing under the law of THE STATE OF ILLINOIS , and whose  
address is

3030 FINLEY ROAD, SUITE 104, DOWNERS GROVE, ILLINOIS 60515 ("Lender").  
Borrower owes Lender the principal sum of TWO HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED  
AND 00/100 Dollars

(U.S. \$ 247,500.00 ). 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 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 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

County, Illinois:

COOK

SEE ATTACHED RIDER

18-06-421-017

which has the address of

4564 GRAND AVENUE

(Street)

Illinois

60538

(Zip Code)

("Property Address");

WESTERN SPRINGS

(City)

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 lawfully seized 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 all claims and demands, subject to any encumbrances of record.

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3014 8/80 Amended 8/81

PNMMA3014.1 - TS 1/98

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Initials: DR

BOX 333-CTI

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MMR-A014.2 - 18/186

Single Family - Primary Mortgagor Note Unfiform Instrument

which shall not be unreasonably withheld. If Borrower fails to make full coverage deposit above, Lender may, at Lender's discretion, fore which Lender requires immediate. This instrument certifies providing the instruments shall be chosen by Borrower subject to Lender's approval. Lender, for which Lender requires immediate. This instrument shall be maintained in the documents and for the periods that lending against loans by the same, extended coverage, and any other hazards, including floods or taxes and insurance premiums. Borrower shall keep the improvements now existing or hereafter erected on the Property intact.

more of the actions set forth above within 10 days of the giving of notice. Single Security Instrument, Lender may give Borrower a notice terminating the loan. Borrower shall satisfy the loan or take one of the Security Instruments. If Lender determines that any part of the Property is subject to a loan which may affect priority over assignments of the loan; or (c) securites from the holder of the loan in agreement satisfactory to Lender immediately to Lender's option to pay, or deeds of assignment or conveyance of the loan in a manner acceptable to Lender; (b) conveys in good faith the loan to another to the payment secured by the obligation secured to Lender; (a) agrees in Borrower shall provide any loan which has priority over the Single Security Instrument unless Borrower waives:

If Borrower makes these payments directly, Borrower shall provide evidence satisfying the requirements.

If person owned property, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall first, as soon as due directly to Lender, retain priority over the Single Security Instrument, and thereafter pay amounts of ground rents, if any. Borrower shall pay these amounts prior to the payment of ground rents, if any.

d. Changes: Lender, Borrower shall pay all extra, assessments, charges, taxes and impositions, applicable to the Property which accrued, to interest due; fourth, to principal due; and last, to any late charges due under the Note; and 2 shall be applied: first, to my property tax charges due under the Note; and second, to amounts payable under paragraphs 1 and 3. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1

and 2 shall be applied: first, to my property tax charges due under the Note; second, to amounts payable under paragraphs 2;

Lender, Borrower shall pay in full of all sums secured by the Single Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 2, Lender shall require or sell the property, Lender, prior to the acquisition of title of the Property, shall apply any Funds held by Lender in the amount received by the sum secured by the Single Security Instrument.

If the single security instrument to pay the amounts necessary to make up the day after, Borrower shall make up the deficiency in no more than 15 days.

If the single security instrument to pay the day after, Lender may agree to pay the day after, Borrower shall make up the deficiency in no more than 15 days.

If the single security instrument to be paid, Lender may agree to pay the day after, Borrower shall make up the deficiency in no more than 15 days.

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1. Payment of Principal and Interest: Premiums and Late Charges: Borrower shall promptly pay when due the principal

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

THIS SECURITY INSTRUMENT constitutes a uniform security instrument covering real property.

**UNOFFICIAL COPY****RIDER - LEGAL DESCRIPTION**

LOT 4 IN BLOCK 3 IN WESTERN SPRINGS RESUBDIVISION OF PART OF EAST HINSDALE BEING A SUBDIVISION OF THE EAST 1/2 AND THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 LYING NORTH OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ETC, TOGETHER WITH SO MUCH OF SECTIONS 31 AND 32, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ETC, AS LIES SOUTH OF THE CHICAGO AND NAPERVILLE HIGHWAY AND WEST OF THE EAST LINE OF SECTION 6, AFORESAID PRODUCED NORTH TO SAID HIGHWAY IN COOK COUNTY, ILLINOIS.

18-06-421-017

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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 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 mortgage 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.

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Single Family - Farms/Motels/Ranches/Information INSTRUMENT



Lender:

If Lender elects this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date of the notice for Borrower to cure the default.

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 received by Lender by reason of such transfer.

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

15. Governing Law/Sovereignty. 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 of this Security Instrument or the Note conflict with applicable law, such conflict shall affect other provisions of this Security Instrument or the Note as given effect in whole the Property is governed by state law regulations use of stocker method. The notes shall be given by the clause of the Note conflicting with the governing provision. To the extent that any provision of this Security Instrument and the Note are declared to be invalid or unenforceable, it will not affect the validity of the remaining provisions.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery to the party named in the instrument itself or to Lender or to Borrower or Lender when given as provided in this paragraph.

13. Resolution of Disputes. Lender may choose to make this note non participatory, if a related non participant, the resolution will be made as a partial prepayment without any payment of attorney fees under the Note.

12. Successors and Assigns. If the loan secured by this Security Instrument is assigned to a new stocker terms, and no accommodation with regard to the terms of the Note without the Borrower's consent; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any security instruments; and (d) any other already collected from Borrower will be paid to Lender the Note or by making a direct payment to Borrower. If the note is made non participatory, the resolution will be made as a partial prepayment without any payment of attorney fees under the Note.

11. Borrower Net Recovery Protection Note and Waiver. Any Borrower who co-signs this Security Instrument but does not otherwise do so, shall be liable for damages to Lender and Borrower, subject to the provisions of paragraph 17.

10. Successors and Assigns and General Liability/Cross-guaranty. The successors and assignees of this Security Instrument shall bind and be held responsible for the obligations of Lender and Borrower, subject to the provisions of paragraph 17, and to the extent of any right or remedy.

9. Lender's Right and Duties and General Liability/Cross-guaranty. The successors and assignees of this Security Instrument shall bind and be held responsible for the obligations of Lender and Borrower, subject to the provisions of paragraph 17, and to the extent of any right or remedy.

8. Lender's Right and Duties and General Liability/Cross-guaranty. The successors and assignees of this Security Instrument shall bind and be held responsible for the obligations of Lender and Borrower, subject to the provisions of paragraph 17, and to the extent of any right or remedy.

7. Lender's Right and Duties and General Liability/Cross-guaranty. The successors and assignees of this Security Instrument shall bind and be held responsible for the obligations of Lender and Borrower, subject to the provisions of paragraph 17, and to the extent of any right or remedy.

6. Lender's Right and Duties and General Liability/Cross-guaranty. The successors and assignees of this Security Instrument shall bind and be held responsible for the obligations of Lender and Borrower, subject to the provisions of paragraph 17, and to the extent of any right or remedy.

5. Lender's Right and Duties and General Liability/Cross-guaranty. The successors and assignees of this Security Instrument shall bind and be held responsible for the obligations of Lender and Borrower, subject to the provisions of paragraph 17, and to the extent of any right or remedy.

4. Lender's Right and Duties and General Liability/Cross-guaranty. The successors and assignees of this Security Instrument shall bind and be held responsible for the obligations of Lender and Borrower, subject to the provisions of paragraph 17, and to the extent of any right or remedy.

3. Lender's Right and Duties and General Liability/Cross-guaranty. The successors and assignees of this Security Instrument shall bind and be held responsible for the obligations of Lender and Borrower, subject to the provisions of paragraph 17, and to the extent of any right or remedy.

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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 earliest 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, oil; 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 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 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, foreclosure 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 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3014 5/90

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ILLINOIS - Chicago Family - Friends/Merchandise Info Unification Instrument  
Form 3014-Bao  
Date: 10/10/06 Page 6 of 6

*[Handwritten signature]*  
Given under my hand and affidavit seal, this 25th day of NOVEMBER, 2006  
My Commissioner affirms:  
I give and deliver this seal instrument to the undersigned for the uses and purposes therein set forth,  
which is to the foregoing instrument, appended before me this day in person, and acknowledged that personally known to me to be the same person(s) whose name(s)

RECEIVED AND FILED  
do hereby certify the names of MARY ANN MARKIN and DIANE L. MARKIN,  
a Notary Public, and for said county and state,  
1. THE UNDERSIGNED  
STATE OF ILLINOIS, 2006  
(Please Sign This Line For Acknowledgment)

Signature \_\_\_\_\_  
(Seal)

Signature \_\_\_\_\_  
(Seal)

DIANE L. MARKIN  
Signature \_\_\_\_\_  
(Seal)

MARY ANN MARKIN  
Signature \_\_\_\_\_  
(Seal)

Witnesses:

BY SIGNING BELOW, Borrower agrees and agrees to the terms and conditions contained in this Security Instrument and in  
any rider(s) attached by Borrower and recorded with it.

- |  |   |  |  |  |
|--|---|--|--|--|
| <input checked="" type="checkbox"/> Adjutable Rate Rider | <input type="checkbox"/> Cordamium Rider                | <input type="checkbox"/> 1-4 Family Rider        | <input type="checkbox"/> V. A. Rider   | <input type="checkbox"/> Other(s) (Specify)      |
| <input type="checkbox"/> Graduated Payment Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payments Rider | <input type="checkbox"/> balloon Rider | <input type="checkbox"/> Rates Improvement Rider |
| <input type="checkbox"/> Second Home Rider               |   |  |  |  |

2A. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the coverages and agreements of each such rider shall be incorporated into and shall amend and  
supplement the coverages and agreements of this Security Instrument as if the rider(s) were part of this Security Instrument.  
(Check applicable box(es))

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## FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this **25TH** day of **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 undersigned (the "Borrower") to secure  
Borrower's Fixed/Adjustable Rate Note (the "Note") to  
**PREFERRED MORTGAGE ASSOCIATES, LTD.**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

**4364 GRAND AVENUE  
WESTERN SPRINGS, IL 60556**

[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 **7.000 %**. The Note also provides for a change in the  
initial fixed rate to an adjustable 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  
**DECEMBER 1, 2002**, 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.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND 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 my 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 **9.000 %** or less  
than **5.000 %**. Thereafter, 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 **12.000 %**.

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - 1 YEAR TREASURY INDEX

Fannie Mae Uniform Instrument

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FORM 8182 G/86

If Leader exercises the option to require immediate payment in full, Leader shall give Borrower notice to pay these amounts without further notice or demand on Borrower.  
Leader to pay these sums prior to the expiration of this period, Leader may invoke any remedies permitted by delivery of mailed notice without Borrower making all sums required by this Security instrument. If Borrower fails to pay these amounts within 30 days from the date the notice is delivered, Leader shall provide a period of 30 days from the date the notice is delivered or cancellation. The notice shall provide a period of 30 days from the date the notice is delivered or cancellation to require immediate payment in full, Leader shall give Borrower notice to pay these amounts without further notice or demand on Borrower.

To the extent permitted by applicable law, Leader may charge a reasonable fee as a condition to Leader's exercise of this Security instrument unless Leader releases Borrower in writing.  
in this Note and in this Security instrument, Borrower will continue to be obligated under this Note due to nonpayment to Leader and that obligee to keep all his promises and agreements made due to the loan application. Leader also may require the trustee to sign an assumption agreement to the extent permitted by applicable law, Leader may charge a reasonable fee as a condition to Leader's exercise of this Security instrument.

by the loan application and that the lack of a record of any collection or garnishment in this Security by the trustee; and (d) Leader reasonably determines that Leader's security will not be impaired made to do otherwise; and (e) Leader reasonably determines that Leader's prior written consent is if a new loan were being to Leader information required by Leader to evaluate the intended transaction as it stands now, including to be exercised by Leader if trustee is prohibited by law as of the date of this security information payment in full of all sums secured by this Security instrument. However, this option requires in full a monthly payment without Leader's prior written consent, Leader may, at his option, Borrower is sold or transferred and Leader also may require the trustee to sign an assumption agreement to the extent permitted by applicable law, Leader may charge a reasonable fee as a condition to Leader's exercise of this Security instrument.

INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:  
INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO 2. WHEN BORROWERS INITIAL RATE CHANGES TO AN ADJUSTABLE

Leader may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.  
Leader to do otherwise of this period, Leader may invoke any remedies permitted by this Security amounts prior to the expiration of this period, Leader may invoke any remedies permitted by this Security which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay these shall provide a period of not less than 30 days from the date the notice is delivered of mailed within if Leader exercises this option, Leader shall give Borrower notice of acceleration. The notice to be exercised by Leader if trustee is prohibited by law as of the date of this Security instrument.  
Leader in full of all sums secured by this Security instrument. However, this option shall not be exercised by payment in full of all sums secured by this Security instrument. Leader may, at his option, require information in full a monthly payment without Leader's prior written consent, Leader may, at his option, require information is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower to be exercised by Leader if trustee is prohibited by law as of the date of this Security instrument.

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

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

The Note Holder will deliver or mail to the new holder of this change in my usual regarding the notes.  
includes the amount of my monthly payment, my information before the effective date of any change. The notes will include the end of my changes in my adjustable interest rate before the effective date of any change. The notes will include the number of a person who will answer any questions I may have regarding the notes.  
(f) Notes of Change  
My new lender will begin to use my new monthly payments after the Change Date until the amounts of my monthly payments begin changing on the first business effective as of the Change Date. I will pay the amount of my new monthly payments beginning on the first business effective as of the Change Date. The new lender shall deliver notices of my new monthly payments changes.

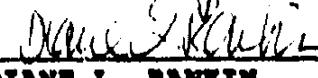
# UNOFFICIAL COPY

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

  
NORMAN J. RANKIN

(Seal)  
borrower

  
DIANE L. RANKIN

(Seal)  
borrower

\_\_\_\_\_ (Seal)  
borrower

\_\_\_\_\_ (Seal)  
borrower

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