

# UNOFFICIAL COPY

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- DEPT-01 RECORDING \$35.00
- T80012 TRAN 4484 04/01/97 15:58:00
- #0061 : CG \*-97-225808
- COOK COUNTY RECORDER

Prepared by: Zileen Smolek

Permanent Tax Index No:  
13-02-211-028-000

IGT 47 2388 Suite C  
**MORTGAGE**

2-005919-3

350  
P

THIS MORTGAGE ("Security Instrument") is given by  
Dale P. Dassonville and  
Allyson E. Dassonville HIS WIFE

March 26, 1997

. The mortgagor is

("Borrower"). This Security Instrument is given to **Fidelity Federal Savings Bank**

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **5455 W. Belmont Ave., Chicago, IL 60641**

("Lender") Borrower owes Lender the principal sum of **ONE HUNDRED EIGHTY FOUR THOUSAND & 00/100**

Dollars (U.S. \$ **184,000.00** ).

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 **April 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

Cook County, Illinois:

**LOT 31 IN BLOCK 3 IN OLIVER SALINGER AND COMPANY'S SIXTY KIMBALL BOULEVARD ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION IN THE NORTHEAST FRACTIONAL 1/4, SOUTH OF THE INDIAN BOUNDARY LINE, OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

13-02-211-028

37225808

which has the address of **6111 N. Kimball** **Chicago** (Street, City).  
Illinois **60659** [Zip Code] ("Property Address");

**ILLINOIS - Single Family - FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90  
Amended 5/91**  
Initials: \_\_\_\_\_

6R(IL) (8502)

Page 1 of 6 VMP MORTGAGE FORMS - (800)521-7291



BOX 333-CTI

# UNOFFICIAL COPY

Form 504-2-6  
ER(1) (a)(2)

Page 2 of 6

Initials:

If the actions set forth above within 10 days of the giving of notice, Security Instrument, Lender may give Borrower a notice demanding the return, Borrower shall satisfy the loan or take one of the following instruments, if Lender determines that any part of the Property is subject to a lien or other claim over this Security Instrument, or (c) securities from the holder of the lien to agreeement satisfactory to Lender's opinion of the instrument of the lien, or (d) legal proceedings which in the Lender's opinion suffice to prevent the by, or demands against security instruments of the lien in a manner acceptable to Lender, (e) counters in good faith the writing to the payment of the obligation secured by the lien in the manner acceptable to Lender, (f) agrees to the payment shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (g) agrees in

Borrower makes due payment directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

Borrower made payment in paragraph 2, or if not paid in this manner, Borrower shall pay them on time directly to the obligations in the manner provided in paragraph 2, unless Borrower shall agree to a credit note for the amount of amounts to be paid under this paragraph. If

which may stand priority over this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay these

Charges; Lender, Borrower shall pay all taxes, assessments, charges, dues and impostions applicable to the Property

which, to increase due court, to principal due, and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under payment agreements

Security Instrument

Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sum secured by this held by Lender. (f), under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the

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

monthly payments, as Lender's sole discretion.

to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months to pay the Escrow items which due, Lender may so notify Borrower of writing, and, in such case Borrower shall pay all obligations in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is due to Lender's account the amounts permitted to be held by applicable law, Lender shall account to Borrower for

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

Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, all required to be paid, Lender may otherwise any interest or earnings on amounts of the Funds. Borrower and Lender in connection with this loan, unless applicable law provides otherwise, Lender to repayment service used by Lender, Lender may require Borrower to pay a rate of charge for an independent real estate tax reporting service used by Borrower to the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may not charge Borrower for holding and applying the escrow account, or verifying the escrow account, or verifying Lender, if Lender is such as escrow (or 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 escrow account, or verifying the escrow account, or verifying Lender, if Lender is such as escrow (or any Federal Home Loan Bank). Lender shall apply the Funds to pay the Escrow items, Lender, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including otherwise is accordance with applicable law).

otherwise the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or

amount it to, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender may demand from time to time, 17 U.S.C. Section 2601 et seq. (RESPA), unless another law that applies to the Funds sets a lesser

charge, or any rate for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974, or Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related

provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items".

any, (e) yearly, staggered insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the or ground rent on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if and assessment of which may stand 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"), less: (a) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender of real interests; Preparation and Late Charges. Borrower shall promptly pay when due the

principal of real interests by the date evidenced by the Note and any prepayment and late charges due under the Note.

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

## UNIFORM COVENANTS

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

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

BORROWER COVENANTS that Borrower is lawfully seized of the entire 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

All of the time, owing is reflected in this Security Instrument as the "Property".

TOTAL WITH all the improvements now or hereafter erected on the property, All regadments and additons shall also be covered by this Security Instrument, and

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**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 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 (initials) *D.E.O.*

13. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located in the event that any provision or clause of this Security Instrument is unenforceable in whole or in part. 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.

(a) **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing a copy of the notice to Borrower's principal place of business or to his address as given to Lender when given as provided in this paragraph.

**13. Loan Charges.** If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interests of others 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 exceed permitted limits will be returned to Borrower. In addition, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge. However, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The coveragess and agreements of this Security Instrument shall bind and benefit the successors and assignees of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's coveragess and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall and agrees to be bound by the terms of this Security Instrument.

11. Bottowers Not Rebased; Rotterante by this Security by its Owner's Note 2 Waiver. Exemptions of the time for payment of Bottowers shall of course be limited by the sums secured by this Security by its Owner's Note 2 Waiver. Payments granted by Lenders to any successor in interest of Bottowers shall not operate to release the liability of the original Bottowers' successors in interest. Lender shall not be required to do anything to interfere with the rights of the original Bottowers' successors in interest.

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

If the Property is abandoned by its owner, or if, after notice by Lender to Borrower that the outstanding obligations to him have been satisfied, he fails to respond to Lender's demand to restore the property or to collect and apply the proceeds, either to repair or to replace the same, Lender is authorized to sell it at public auction, or to otherwise dispose of it.

In the event of a total failure of the property, the proceeds shall be applied to the debts contracted by the Society, thereafter, or in case of any excess paid to Borrowers, to the credit of a general account of the property in which the entire market value of the property immediately before the failure, unless Borrowers and Lenders otherwise agree in writing, the sum so secured by this instrument immediately before the failure, shall be reduced by the amount of the proceeds mentioned by the Society to the extent of the property paid to Borrowers. In the event of a general failure of the property in which the property is held in common by two or more persons, the sum so secured by the Society shall be divided among them in proportion to their respective interests in the property.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to [ ]

9. **Liespection.** Leader or his agent may make reasonable entries upon and inspections of the Property. Leader shall give

payments may no longer be required, at the option of Leader, if mortgage insurance coverage (in the amount and for the period that Leader specifies) provided by an insurer approved by Leader 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.

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16. Borrower's Copy. Borrower shall be given one 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 hen 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, or 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 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.

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Form 2014-8/00

Page 4 of 4

2-005919-3

ATTY: LOAN CLOSING  
CHICAGO, IL 60641  
5455 N. BIRCHWOOD AVE.  
WINDHAM MEDICAL SERVICES BANK  
MAIL TO:

CHERYL ANN NUTT JV  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/1/2011  
OFFICIAL SEAL

My Commission Expires

Given under my hand and official seal this day of June 2014  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged as  
personally known to me to be the same person(s) whose name(s)

Date 2. Deedowner(s) and Aliyson E. Darnonville his wife  
L. Notary Public to and for said county and state to hereby certify that

County as

Cook

STATE OF ILLINOIS,

Borrower  
(Seal)Borrower  
(Seal)Aliyson E. Darnonville  
(Seal)Aliyson E. Darnonville  
Date 3. Deedowner(s)Deedowner  
(Seal)Deedowner  
(Seal)Deedowner  
(Seal)Deedowner  
(Seal)BY SIGNING BELOW, Borrower agrees and agrees to the terms and covenants contained in this Security Instrument and in  
any other(s), executed by Borrower or and recorded with it.

Witnesses

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security to summarize 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 a part of this Security Instrument.  
(Check applicable box(es))
- Adjustable Rate Rider
  - Condominium Rider
  - 14 Family Rider
  - Grandparent Rider
  - Planned Unit Development Rider
  - Rate Improvement Rider
  - Biweekly Payment Rider
  - Second Home Rider
  - VA Rider
  - Balloon Rider
  - Graduated Payment Rider

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
Without cause to Borrower, Borrower shall pay any recording costs.  
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security to summarize 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 a part of this Security Instrument.  
(Check applicable box(es))

25. Fees. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
without cause to Borrower. Borrower shall pay any recording costs.

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## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 26th day of March 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 Adjustable Rate Note (the "Note") to

Fidelity Federal Savings Bank  
5455 W. Belmont Ave.  
Chicago, IL 60641

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

611 N. Kimball Chicago Illinois 60659

[Property Address]

**THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.**

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

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.250 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of 4/01/02 and on that day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my 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 five years, 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 ONE-HALF percentage point(s) ( 2.500 %) to the Current Index.

The Note Holder will then round the result of this addition to the  Nearest  Next Highest  Next Lowest one-eighth percent ( 0.125 %). Subject to the limits

stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER - Single Family

97225308

8/94

CDP - 899B/402

Page 1 of 2  
VNP MORTGAGE FORMS · (800)321-7281

Initials: *[Signature]*

*[Signature]*  
G.E.O.



# **UNOFFICIAL COPY**

-BORTWER  
\_\_\_\_\_  
-BORTWER  
\_\_\_\_\_  
(sec)  
(sec)

**DATE P. DESMOND II.** -Borrower  
**ALLISON E. DESMOND II.** -Borrower  
**(See)**

11. Leader agrees to require immediate payment in full, Leader's sole right to give Borrower notice of acceleration. The notice shall provide a period of at least 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. Leader may make any remedy permitted by the Security Instrument without notice or demand on Borrower.

12. SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate Note.

To the extent permitted by applicable law, leaders may charge a reasonable fee as a condition to leaders' assumption of responsibility to leaders.

Under item Covenant 17 of the Security Instrument, it is amended to read as follows:

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

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

My next measure will be to make payment on each Change Date until the amount of my monthly payment ceases to be less than the monthly payment due after the Change Date until the amount of my monthly

(e) Effective Date of Changes  
[REDACTED]

(4) My master race will never be greater than 13.250 %, which is called the

percentage point(s) (%) from

(3) My institution will never release or disseminate any sensitive information about me by mistake.

(1) There will be no maximum limit on interest rate changes.

(2) The interest rate will be required to pay at the first Charge Date will not be greater than

(D) Limits of liability Rate Changes  
(Please check appropriate boxes: if no box is checked, there will be no maximum limit on changes.)

The Note Holder will incur debt since the amount of the monthly payment exceeds the sum of the principal due plus interest.