LINCOLN MORTGAGE & FUNDING

CORP.

870 E. HIGGINS, #132

BURG, ILLINOIS 60173 SCHAUMBURG, ILLINOIS

LINCOLN MORTGAGE & FUNDING

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870 E. HIGGINS, #132

SCHAUMBURG, ILLINOIS 60173

LOAN NO. ECK



DEPT-01 RECORDING

Cook County Recorder

98196932

\$23.50

T\$0009 TRAN 1632 03/12/98 10:40:00

1998-07-15 12:36:55

27.50

\$5020 ₹ RC ¥-98-194932

COUNTY RECORDER SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Real Estate Mortgage

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

SUBURBAN FEDERAL SAVINGS, A FEDERAL SAVINGS BANK,

ITS SUCCESSORS AND/OP ASSIGNS.

all the rights, title and interest of the undersigned in and to that certain Real Estate Mortgage executed by CHRISTINE E. ECK, SINGLE and SUSAN A. ECK, MARRIED

and dated 2/27/98

LINCOLN MORTGAGE & FUNDING CORP.

a corporation organized under the laws of THE STATE OF ILLINOIS 870 E. HIGGINS, #132, SCHAUMBURG, ILLINOIS 60173

and whose principal place of business

and recorded in Book/Volume No.

, page(s)

described hereinafter as follows:

COOK

County Records, State of ILLINOIS

UNIT 101 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN HAWTHORNE PLACE II CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 89-392507, IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 14-20-401-025-1002

ALSO KNOWN AS: 1100 W. CORNELIA AVENUE, UNIT 101, CHICAGO, ILLINGIS 60657 TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest and all rights accrued or to accrue under said Real Estate Mortgage.

ILLINOIS STATE OF

COUNTY OF

\*\*\*DOCUMENT BEING RE-RECORDED TO KEEP WITHIN CHAIN OF

On February 27th, 1998 the undersigned, a Notery Public in and for the said County and State aforesaid, do hereby certify that

JENNIFER GIRSON

appeared to me personally known, who, being duly sworn by me, did say that he/she is the

ASST. SECRETARY

of the corporation named herein which executed the within instrument that the seal affixed to said instrument is the corporate seal of said corporation; that suid instrument was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he/she acknowledges said instrument to be the free act and deed of said corporation.

**NOTARY PUBLIC** 

My Commission Expires

DOC PREP, INC. 10/94

Jusan a Esp.

LINCOLN MORTGAGE & FUID NG CORP.
By: Gennigh William  Its: ONE Sedectary
Its: asst Selectary
Ву:
lts:
Witness:

HE AREA CHALLOLUNG BEALLY BEALL SUSAN A. ECK NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 1-28-2000

## **UNOFFICIAL COPY**

Property of County Clerk's Office T. MILLION

LEGAL: PARCEL 1: UNIT 101 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN HAWTHORNE PLACE II CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 89-392507, IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF P-16, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 89-392507.

ADDRESS: 1100 W CORNELIA #101

CHICAGO, IL 60657

O,.

-401-02.

OBORTO

COOK

COUNTY

CLOCK'S

OFFICE PIN: 14-20-401-025-1002

# **UNOFFICIAL COPY**

Property of Coot County Clark's Office

## UNOFFICIAL COP99611828 rage 3 of

### ADJUSTABLE RATE NOTE

(1 Year Treasury Index - Rate Caps)

Loan #: ECK

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

February 27th, 1998

CHICAGO

ILLINOIS

[Date]

[City]

[State]

1100 W. CORNELIA AVENUE, UNIT 101 CHICAGO, ILLINOIS 60657 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loap that I have received, I promise to pay U.S. \$

122,400.00

(this amount is called

"principal"), plus interest to the order of the Lender. The Lender is

LINCOLN MORTGAGE & FUNDING CORP.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly %. The interest rate I will pay will change in accordance with Section 4 of rate of this Note.

The interest rate required by this Section 2 and section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

#### 3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

April 1st

I will make my monthly payments on the first day of each month beginning on 1998 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on , I still owe amounts under this Note, I will pay those amounts in full March 1st, 2028 on that date, which is called the "Maturity Date."

I will make my monthly payments at 870 E. HIGGINS, #132, SCHAUMBUFG, ILLINOIS

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ may change.

This amount

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

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

(A) Change Dates

2003 , and on that The interest rate I will pay may change on the first day of March day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

MULTISTATE ADJUSTABLE RATE NOTE - ARM 6-2 - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

Form 3602 3/85

-822 (9305).01

VIAP MORTGAGE FORMS - (800)521-7291

(B) The Index

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable Board. The most recent index figure available as of the date 45 days before each Change Date is called the "Current index." yield on United States Treasury securities adjusted to a constant maturity of 1 year, as and available by the Pederal Reserve Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average

information. The Note Holder will give me notice of this choice.

preceding twelve months. My interest rate will never be greater than

Before each Change Date, the Note Holder will calculate my new interest rate by adding (C) Calculation of Changes

系) to the Current Two and three

13.250

) (a)laioq agataəməq

(0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point

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

equal payments. The result of this calculation will be the new smount of my monthly payment.

single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the The interest rate 1 am a quired to pay at Martin Change Date will not be greater than 5.250 6.000 %. Thereafter, my interest rate will never be increased or decreased on any interest rate will never be increased or decreased on any PgnadO staX previous no almid (d)

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment (E) Effective Date of Changes

(F) Motice of Changes beginning on the first monthly payment date atter the Change Date until the amount of my monthly payment changes again.

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

3. BORROWER'S RICHT TO PREPAY

a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I have the right to make payments of principal at any time before they are due. A payment of principal only is known as

partial propayment may reduce the amount of my monthly payments after the first the first the following my partial will be no changes in the due dates on my monthly payments unless the Note Holder cares in writing to those changes. My all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use

prepayment. However, any reduction due to my partial prepayment may be offset by an inforce me increase.

### 6. LOAN CHARGES

by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted to that the interest or

reduction will be treated as a partial propayment.

