

# UNOFFICIAL COPY

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9482/0051 US DO1 Page 1 of 9  
1998-08-21 10:55:36  
Cook County Recorder 37.50

RECORD AND RETURN TO:

SERVE CORPS MORTGAGE CORP., A SUBSIDIARY  
OF ST. PAUL FEDERAL BANK FOR SAVINGS  
1804 NORTH NAPER BOULEVARD, SUITE 100  
NAPERVILLE, ILLINOIS 60563

Prepared by:  
SANDI D. ADAMS  
1804 N. NAPER BLVD. #100  
NAPERVILLE, IL. 60563

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 14, 1998 . The mortgagor is  
CHERYL C. SULLIVAN  
AND WILLIAM C. SULLIVAN, WIFE AND HUSBAND

("Borrower"). This Security Instrument is given to  
SERVE CORPS MORTGAGE CORP., A SUBSIDIARY OF ST. PAUL FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose  
address is 1804 NORTH NAPER BOULEVARD, SUITE 100  
NAPERVILLE, ILLINOIS 60563 ("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED SIXTY TWO THOUSAND AND 00/100

Dollars (U.S. \$ 162,000.00 ).  
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 SEPTEMBER 1, 2028 .  
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 298 IN HIGHLANDS, BEING A SUBDIVISION OF THE EAST 1/2 OF THE  
NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH,  
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PRAIRIE TITLE  
6821 W. NORTH AVE.  
OAK PARK, IL 60302

16-17-111-Q10

Parcel ID #:

which has the address of 624 S. HARVEY , OAK PARK  
Illinois 60302 4 [Zip Code] ("Property Address");

[Street, City],

ILLINOIS-Single-Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90  
Amended 8/96

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**Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:** (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; or (b) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; or (c) secures from the holder of the lien an agreement satisfactory to Lender stipulating the lien to be removed at the expense of the lien; or (d) secures from the holder of the lien an agreement satisfactory to Lender stipulating the lien to be removed at the expense of the Lender.

If Borrower makes late payments or fails to timely pay amounts due, Borrower shall promptly reimburse Lender for each late payment (the "Late Payment Amount").

4. **Chargers:** Lienes, Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property to the person owed payment. Borrower shall promptly furnish to Lender all notices of nonpayment to be paid under this paragraph.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interests due; fourth, to principal due; and last, to any late charges due under the Note.

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 Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this instrument, or Lender may apply such funds to the payment of any amounts due under this instrument.

"(if the Funds held by Lender exceed the amounts permitted to be held 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

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

(including Leader, if Leader is such as to incur liability) or in any fiduciary relationship) or holder of charge Borrows, for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Escrowee waives payment of interest on the Funds held by Escrowee, or a charge, however, Leader may render services otherwise than loan, unless a specific law provides otherwise. Unless an aggregate service fee is made by Leader in connection with this loan, unless a specific law provides otherwise, Leader is liable to Escrowee for an indefinite period for any one-time charge for an independent real estate tax reporting service.

Escrow items or otherwise in accordance with applicable law.

or ground rents on the property, if any; (c) yearly hazard or property insurance premiums, if any; (d) yearly liability insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Screws Items."

Principia of and interests on the debt evidenced by the Note and my preparatory and trust funds due under the Note.

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

**THIS SECURITY INSTRUMENT** combines uniform conventions for national use and non-uniform conventions which limited variations by jurisdictions to constitute a uniform security instrument covering real property.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, lease, alienate, and do all other acts necessary to make payment of the principal, interest, and expenses.

TOGETHER WITH all the improvements now or hereafter erected on the property, All improvements and addititions shall also be covered by this Security fixtures now or hereafter a part of the property. All relocations of fixtures is reserved to in this Security instrument as the "Properly".

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying 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

13. **Loan Charge.** If the loan secured by this Security instrument is subject to a law which sets maximum loans charges, and that law is finally interpreted so that the interests 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 limits; and (b) any sums already collected from Borrower which exceed the permitted limit will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under this 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.

accordance with this section, the Secretary may issue such regulations as he deems necessary or expedient.

12. Successors and Assigns Bound; Joint and Several Liability; Co-alignment; Confidentiality; and Agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this instrument.

11. Borrower will receive, for his/her benefit, any instrument granted by Lender to any successor in interest of Borrower shall not operate the sums secured by this Security Instrument for any reason shall not be a waiver of or preclude the successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the successors in interest from exercising any right or remedy available to them under this Agreement.

Unless lessor and borrower otherwise agree in writing, any application of proceeds to principal shall not extend or terminate by reason of misappropriation, nonuse, or other cause.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower within the conductmanor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, either to restoration or repatriation of the Property or to the amounts received by Lender in accordance with the terms of this Note.

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 the further market value of the Property exceeds the amount of the sums secured by this instrument. Whether or not there is any access paid to Borrower, in the event of a partial taking of the Property in which the further market value of the Property is equal to or greater than the amount of the sums secured by this instrument, whether or not there is any access paid to Borrower and Lender, otherwise than in writing or unless applicable law otherwise provides, the proceeds shall be applied before the taking is taken to the sum secured by this instrument, whether or not the further market value of the Property is less than the amount of the sums secured by this instrument.

10. **Condemnation.** The proceeds of any award or claim for damages, 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 Landec.

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

obtain coverage subsistentially equivalent to the mortgage insurance previously in effect, all it costs subsistentially equitably to the premium required to insure an additional mortgage in excess of the original amount.

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

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

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

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

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

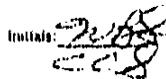
**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding 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, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless



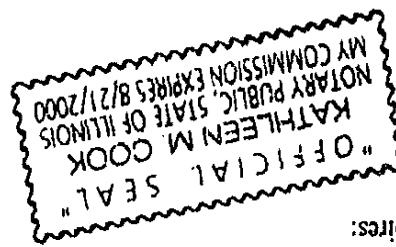
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Form 301A 9/90  
MDP-6R(1L) 196081

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Notary Public



My Commission Expires:

Given under my hand and official seal, this 14 day of August, 2000 and delivered the said instrument as THREE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY personally known to me to be the same persons(s) whose name(s)

CHERYL C. SULLIVAN AND WILLIAM C. SULLIVAN, WIFE AND HUSBAND  
the above, a Notary Public in and for said County and state do hereby certify  
that personally known to me to be the same persons(s) whose name(s)  
STATE OF ILLINOIS,  
CHERYL C. SULLIVAN AND WILLIAM C. SULLIVAN, WIFE AND HUSBAND  
Borrower  
(Seal)

WILLIAM C. SULLIVAN  
Borrower  
(Seal)

CHERYL C. SULLIVAN  
Borrower  
(Seal)

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

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 rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- (Check applicable box(es))
- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider                 | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduate Payment Rider           | <input type="checkbox"/> Planmed Utility Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Race Improvement Rider            | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]               |  |   |

23. Waiver of Homestead. Borrower waives all right of homestead exception in the Property, without charge to Borrower. Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, including, but not limited to, reasonable attorney fees and costs of title examination.

21, including, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument by judgment before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums non-default of a default or any other defense of Borrower to accelerate and foreclose. If the default is not cured on information Borrower of the right to remit after acceleration and assert in the notice foreclosure proceeding the security by this Security Instrument, Borrower by judicial procedure by notice of the Property. The notice shall further provide that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums (d) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and applicable law provides otherwise). The notice shall specify: (a) the date action required to cure the default;

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## ADJUSTABLE RATE RIDER

(1 Year Treasury Index--Rate Caps--Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this 14<sup>TH</sup> day of AUGUST, 1998  
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 SERVE CORPS MORTGAGE CORP, A SUBSIDIARY OF ST. PAUL FEDERAL BANK FOR SAVINGS (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 624 S. HARVEY, OAK PARK, ILLINOIS 60302

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. 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. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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 interest rate of 8.1250 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

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

#### (A) Change Dates

The adjustable interest rate I will pay may change on the first day of SEPTEMBER, 2003, and on that day every 12th month thereafter. 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 one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 15 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 FOURTHS percentage point(s) (2.7500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this 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 10.1250 % or less than 6.1250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.000%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.6250 %, which is called the "Maximum Rate".

SPF CONVERTIBLE ADJUSTABLE RATE RIDER - SINGLE FAMILY - 1 YR TREASURY INDEX (WEEKLY CMT)

Borrower(s) Initials MES

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Borrower(s) initials  
Kw.020208 DPS 5165

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2/28/08

monthly payment until the Maturity Date.  
 monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount of my  
 new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my  
 new fixed interest rate in each Change Date. I will pay the amount of my new monthly payment  
 would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date  
 if I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that

## (C) New Payment Amount and Effective Date

greater than the Maximum Rate stated in Section 4(D) above.  
 determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be  
 less than the required yield cannot be determined because the applicable commitments are not available, the Note Holder will

0.375%	for unpaid balances of up to \$227,150.00	0.75%	for unpaid balances from \$227,151.00 to \$500,000.00	1.125%	for unpaid balances from \$500,001.00 and Higher
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to the following schedule:  
 (D) depending on the amount of the unpaid principal balance I am expected to owe on the Conversion Date pursuant  
 to one and one-eighth percentage points (1.125%), rounded to the nearest one-eighth of one percentage point  
 applicable 60-day mandatory delivery commitments, plus a percentage range from three-eighths of one percentage point  
 date 15 days before the "Conversion Date", specified by the Note Holder for 30-year fixed rate mortgages covered by  
 My new fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of the  
 date 15 days before the "Conversion Date" specified by the Note Holder for 30-year fixed rate mortgages covered by  
 applicable 60-day mandatory delivery commitments, plus a percentage range from three-eighths of one percentage point  
 prior to the conversion date 15 days before the following circumstances: if a loan origination, the principal  
 amount of the loan is greater than 80% of the stated value of the property,  
 private mortgage insurance from a company acceptable to the note holder is not in force in connection with the loan and  
 new appraisal of the property securing the loan may be required, I cannot exercise the Conversion Option unless I pay an  
 amount which is enough to reduce the amount I will be expected to owe on the Conversion Date to an amount equal to 80%  
 of the new appraisal's stated value of the property.

of the new appraisal's stated value of the property.  
 prior to the Conversion Date, I must pay the Note Holder a conversion fee of \$500.00; (iv) I must sign and give the Note  
 Holder any documents the Note Holder requires to effect the conversion; and (v) I may have to pay an appraisal fee and  
 prior to the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii)  
 that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (i)  
 the time of conversion, I must also satisfy the following conditions: (i) I must give the Note Holder 15 days advance notice  
 National Mortgage Association or the Federal Home Loan Mortgage Corporation as a condition to its purchasing the loan at  
 if I want to exercise the Conversion Option, I must first satisfy any condition which may be required by either the Federal  
 The conversion will be the first day of the month after I have satisfied all of the conditions below, as determined by the Note Holder.  
 The conversion will only take place at any time after from the due date of my first payment. The "Conversion  
 with interest rate that I have satisfied all of the conditions below, as determined by the Note Holder.  
 The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate  
 I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so.  
 (A) Option to Convert to Fixed Rate

## 5. FIXED INTEREST RATE CONVERSION OPTION

fixed interest rate, as follows:  
 The Note provides an option for the Borrower to convert from an adjustable interest rate with interest rate limits to a  
 monthly payment before the effective date 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 the notice.

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate required by law to be given  
 monthly payment before the effective date 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 the notice.

beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.  
 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. I will pay the amount of my new monthly payment

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(E) Effective Date of Changes  
 (F) Notice of Changes

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06/03/2020

- Borrower  
- (Seal) - Borrower  
- (Seal)

CHERYL C. SULLIVAN WILLIAM C. SULLIVAN - Borrower  
- (Seal) - (Seal) - (Seal)

Rider,  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate

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

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

effected, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:  
the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C above shall then cease to be in  
2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider,

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

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in  
and that applies to the transfer to keep all the promises and agreements made in the Note and in this Security Instrument.  
the loan assumption. Lender also may require the transfer to sign an assumption agreement that 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 risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.  
transference; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that  
Lender information required by Lender to evaluate the intended transference is if a new loan were being made to  
the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to  
this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of  
without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by  
is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)  
Transfer of the Property or a Beneficial Interest in Borrower, If all or any part of the Property or any interest in it

Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:  
1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate  
C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

**UNOFFICIAL COPY**

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