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Cook County Recorder

17,57

Prepared by: KIM OLSON
RECORD AND RETURN TO:
R. J. FINANCIAL SERVICES, INC.
3365 N. ARLINGTON HEIGHTS, #F
ARLINGTON HEIGHTS, IL 60004

MORTGAGE

Loan No. 100078

91

THIS MORTGAGE ("Security Instrument") is given on December 15, 1997 . The mortgagor is
JEFFREY C. SWEET and ROBERTA SWEET, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
R. J. FINANCIAL SERVICES, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose
address is 3365 N. ARLINGTON HEIGHTS, #F, ARLINGTON HEIGHTS, IL 60004

(*Lender"). Borrower owes Lender the principal sum of
One Hundred Ninety Five Thousand and
no/100----- Dollars (U.S. \$ 195,000.00).
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 January 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 33 IN SCARSDALE ESTATES, BEING A SUBDIVISION OF THE EAST 1/2 OF THE
SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP
42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS, (EXCEPT THE NORTH 685.4 FEET THEREOF) ALSO EXCEPT THE EAST 40
ACRES OF THAT PART OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 LYING SOUTH OF
THE NORTH 685.4 FEET THEREOF, AND ALSO EXCEPT THAT PART OF THE EAST 1/2 OF
SAID SOUTHWEST 1/4 LYING WESTERLY OF THE CENTER LINE OF ARLINGTON HEIGHTS
ROAD, (CALLED STATE ROAD), AND SOUTH OF THE NORTH 685.4 FEET THEREOF)
IN COOK COUNTY, ILLINOIS.

PIN 03-32-326-008
which has the address of 741 S. BURTON PLACE ARLINGTON HEIGHTS (Street, City),
Illinois 60005 (Zip Code) ("Property Address");
ILLINOIS Single Family FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 D/90
Amended 6/91
110-6R(IL) 198021.01



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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; (b) consents in good faith the lien against his Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over

to the person owed payment. Borrower shall promptly furnish to Lender all notices or documents to be given under this paragraph.

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

the Security Interest.

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 sum secured by this Security Instrument.

If the Funds held by Lender exceed the amount permitted to be held by any applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If this 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 pay off the Escrow Items when due. Borrower shall make up the deficiency in no more than twelve months following the date of the notice.

The Funds shall be held in an account which is deposited by a federal agency, instrumentalities, or including Leader, if Leader is such an institution) or in any Federal Home Loan Bank. Leader shall apply the Brokerage fees, Leader may not charge Brokerage and applying the Funds, unusually analyzing the escrow account, or verifying the Escrow items, unless Leader pays Brokerage and applicable law permits Leader to make such a charge. However, Leader may require Broker to pay a one-time charge for an independent real estate law reporting service used by Leader in connection with this loan, unless applicable law provides otherwise. Leader is made of applicable law requires Leader to be paid, Leader shall not be required to pay Brokerage and interest on the Funds. Borrower and Leader may agree in writing, however, that interest shall be paid on the Funds. Leader shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

~~Permit to carry out activities in accordance with applicable law.~~

2. **Funds for Taxes and Liabilities.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly escrow 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 "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally chartered mortgagee, loan to a trustee for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended, from time to time, at any time, all day or night, collect and hold Funds in an amount not to exceed the lesser amount, less a lesser sum than, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1. Payment of Principal and Interest; Prepayment; Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by this Note and my prepayment and late charges due under the Note.

Variations by jurisdiction to constitute a uniformity, notwithstanding contrary covenants, agreements or provisions;

THIS SECURITY INSTRUMENT combines uniform coverage for national use and non-uniform coverages with limited liability.

great and convey the Property and that the Property shall remain all claims and demands, except for accumulation of record, Borrower warrants and will defend separately the title to the Property against all claimants and demands, subject to any encumbrance of record.

ARTICLE VIII WITHIN THE MEANING OF THE PROVISIONS OF SECTION 14(1) OF THE COMPETITION ACT, THE PARTIES AGREE THAT THE COMPANY IS NOT A DOMESTIC PROFESSIONAL SERVICE PROVIDER AS DEFINED IN THE COMPETITION ACT AND THAT THE COMPANY IS THEREFORE EXEMPT FROM THE APPLICABILITY OF THE COMPETITION ACT.

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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.

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 Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

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

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenant, and agrees to settle争议, or there is a legal proceeding that may significantly affect Lender's rights in the Property, or there is a security instrument, or there is a lien which has priority over this Security Interest, appearing in court, paying reasonable attorney fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

6. Occupancy, Possession, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold.

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 do so, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless circumstances otherwise 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 not deteriorate, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall not be liable for any tortious action of proceeding, whether civil or criminal, if brought against Lender by the lessor or lessor's security interest. Borrower may property or otherwise materially impair the lessor created by this Security Instrument or Lender's security interest. Borrower may impairment of the lessor's good faith determination or Lender's security interest. Borrower shall also be in default if Lender's security interest in the Property or other material impairment of the lessor's security interest. Borrower shall 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 Interest is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the lessor shall be entitled to receive the same amount as the lessor receives from the lessee.

Unless Leader and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument under Paragraph 21 if the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from Paragraphs 1 and 2 or change in amounts of the payments. If

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

All instruments 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.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements in now existing or hereafter erected on the land covered 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 listed below, for which Lender requires insurance. The insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable without cause. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's interest in the property in accordance with paragraph 7.

This section may give Borrower a notice demanding the item. Borrower shall satisfy the item of like one or more of the actions set forth above within 10 days of the giving of notice.

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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NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS
NOTARIAL SEAL

KATHLEEN A. FLYNN, R.S.

OFFICIAL SEAL

My Commission Expires:

Given under my hand and official seal, this 15th day of December, 1997.
Signed and delivered the said instrument as THIRTY three and voluntary act for the several purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY
, personally known to me to be the same person(s) whose name(s)

I, ROBERT C. SWEET and ROBERTA SWEET, HUSBAND AND WIFE
of the County of *Will*, Illinois, do hereby certify
that JEFFREY C. SWEET and ROBERTA SWEET, HUSBAND AND WIFE

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

JEFFREY C. SWEET
(Seal)

JEFFREY C. SWEET
(Seal)

Witness:
in my office(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower consents and agrees to the terms and covenants contained in this Security Instrument and

- 2A. Rights 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 this Security Instrument as if the rider(s) were a part of this Security Instrument. 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"/> Graduated Payment Rider | <input type="checkbox"/> VA Rider |
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> balloon Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Rate Impovement Rider | <input type="checkbox"/> Other(s) (Specify) | |

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

Without charge to Borrower, Borrower shall pay any recording costs.

22. Reserve. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, but not limited to, reasonable attorney's fees and costs of title evidence.

21. Indemnity. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph provided by the date specified in the notice, Lender, at its option, may foreclose this Security Instrument in full or all sums received by the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums or 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 default of Borrower to acceleration and foreclosure proceeding the former Borrower or the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the former Borrower of this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further secured by this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further secure the failure to cure the default on or before the date specified in the notice may result in acceleration of the sum(s) a date, not less than 30 days from the date the notice is given to Borrower, by which time the default must be cured; and applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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ADJUSTABLE RATE RIDER

(Rate Caps-Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this 15th day of December, 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 R. J. Financial Services, Inc.

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

741 S. Burton Place Arlington Heights, Illinois 60005
[Property Address]

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY. THIS NOTE ALSO CONTAINS THE OPTION TO CONVERT MY 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 6.000 %. The Note provides for changes in the adjustable interest rate and the monthly payment, 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 January, 1999, and on that day every twelfth 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 AVERAGE WEEKLY YIELD OF 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 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 which 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 seven-eights percentage points (2.875 %) 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 8.000 % or less than 4.000 %. 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 TWELVE months. My interest rate will never be greater than 12.000 %, which is called the "Maximum Rate." Unless the increase in my interest rate is otherwise limited by this paragraph 4(D), beginning with the first change date, my interest rate will never be less than 2.8750 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

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

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Property of Cook County Clerk's Office

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B. FIXED INTEREST RATE OPTION

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate as follows:

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. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below:

The conversion can only take place on the dates specified by the Note Holder during the period beginning on the 1ST Change Date and ending on the 5TH Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$ 250.00; (iv) I must sign and give the Note Holder any document the Note Holder required to effect the conversion; and (v) the property and I must satisfy the Note Holder's then existing requirements for fixed rate loans.

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of date and time of day specified by the Note Holder for: (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

(C) New Payment Amount and Effective Date

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

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

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial 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.

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



JEFFREY C. SWEET _____
(Seal)
-Borrower



ROBERTA SWEET _____
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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