SENT BY: GWM <u>2 **81**75099886</u>:#-5/22 58469 Page 1 of 10 PREPARED BY AND AFTER RECORDING MAIL TO Cook County Recorder

Weshington Mutuni flank P.O. BOX DROBE Los Angelies, CA 90009-2580

SPACE ABOVE THIS LINE FOR RECORDING DATA

MORTGAGE ADJUSTABLE INTEREST RATE MORTGAGE COUNTY CODE: 018 OFFICE NUMBER: 254

LOAN NO.: 1-868829-3

THIS MORTGAGE ("Security Instrument") is given on January 13, 1998

Robert à andersen and any P andersen, husband and wife

("Borrower"), This Security Instrument is given to Washington Mutual Bank, FA

which is organized and existing under the laws of

THE UNITED STATES OF AMERICA

, and whose

9451 CORBIN AVENUE, NORTHRIDGE, CA. 91324

("Londor"). Borrower owes Lender the principal sum of

TWO HUNDRED THIRTY THOUSAND AND 00/100

Dollars (U.S. \$230,000,00 ). This dobt is evidenced by Borrower's note dated the some date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due no eldayag bns February 1, 2028 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals extendions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragruph 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 Londer the following described property located in COOK County, Illinois:

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART

HEREOF KNOWN AS SCHEDULE 'A'.

PIN/TAX ID: 04-35-103-003-0000

which has the address of 2019 FIR STREET

GLENVIEW

Illinois 60025

("Property Address");

TOGETHER WITH all the improvements now or heroafter gracted on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the nitie to the Property against all claims and demands,

subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants. with limited variations by jurisdiction to constitute a uniform security instrument covering real property. ILLINOIS-Single Femily-Famile Meel Freddle Mac UNIFORM INSTRUMENT Form 3014 9/90 (page 1 of 6 pages)

BOX 333-CTI

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 2. Funds for Taxes and Insurance. 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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasnhold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lunder, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," Lander may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Bost Estate Sattlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. \$ 2801 of seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Lender may estimate the amount of Funds due on the busin of current data and reasonable entimeter of expanditures of future Eucrow Items or exhausise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Londer, if Londer is such an institution) or in any Federal Home Loan Bank. Lunder shall apply the Funda to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Londer in connection with this ionn, unless applicable law provides otherwise. Unless an agreement is made or applicable low requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrownr and Landar may agree in writing, however, that interest shall be paid on the Funds. Londer shall give to Barrowar, without chargo, in annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds will made. The Funds are pledged as additional security for all

sums secured by this Security Instrument.

If the Funds held by Lander excerts the amounts permitted to be held by applicable law, Lender shall necount to Borrower for the excess funds in accordance with the regulrements of applicable law, if the amount of the Funds held by Lander at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Barrower in writing, and, in ruch case Borrower shall pay to Lunder the amount necessary to make up the deficiency. Berrower shall make or the deficiency in no more than twelve monthly payments, at Lunder's note discretion.

Upon payment in full of all sums secured by this Security tristrument, Lander shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 21, Lander shall acquire or sall the Property, Lender. prior to the acquisition or vale of the Property, shall apoly any Funds held by Lunder at the time of acquisition

or cale as a gradit against the sums secured by this Saculty Instrument.

Application of Payments, Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied; first, to any propryment charges due under the Note; second, to amounts payable under Persymph 2; third, to interest due; forth, to principal due; and last, to any late

charges due under the Note.

4. Charges; Linns. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instruments, and leasehold payments or ground cents, it say, Borrower shall pay those obligations in the minner provided by Paragraph 2, or it not paid in that manner, Borrower shall pay them on time directly to the person owner syment. Borrower shall promptly furnish to Lander all notices of amounts to be paid under this paragraph. If Barrower makes these payments directly, Borrower shall promptly furnish to Lander receipts avidencing the payments.

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 lies in a manner acceptable to Londer: (b) contests in good faith the lies by, or defends against enforcement of the lies on, legal proceedings which in the Lander's opinion operate to prevent the enforcement of the lien; or let encurse from the holder of the lien an agraement satisfactory to Lunder subordinating the lien to this Supprity histograms. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lander 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.

Hazard or Property Insurance, Borrower shall keep the Improvements now existing or hereafter erected 🛀 on the Property insured against loss by fire, hezards included within the term "extended coverage" and any other hexards, including floods or flooding, for which Lunder requires insurance. This insurance shall be maintained in the amounts and for the periods that Lander requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Landar's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lunder may, at Lunder'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 Londor and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renownly. If Lender requires, Borrower shall promptly give to Lunder all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall

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give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Londer 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 abundons 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 Lander 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; Lesseholds, 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 Londor otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrowar's control. Borrower shall not destroy, damage or impair the Property, allow the Proporty to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whother civil of criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property of otherwise materially impair the lien created by this Security Instrument or Londer'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 ruing that, in Lender's good faith determination, precludes forfolture of the Borrower's interest in the Property of 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 talse or inaccurate information or statements to Lender for falled 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 Lander agrees to the morger in

7. Protection of Lender's Rights in the Property. If Borrower falls 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 Prograph 7, Lender

does not have to do so.

Any amounts disbursed by Lender under this Paragraph 7 shall purpose additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall beer interest from the date of disbursament 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 affect. If, for any reason, the mortgage insurance coverage required by Lander lapses or crases to be in effect, Borrower shall pay the promiums required to obtain coverage substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender II substantially equivalent mortgage insurance coverage insurance. Loas reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the encount and for the period that Lender required) 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 unds in accordance with any written agreement between Borrower and Lander or applicable law.

9. Inspection. Londor 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 sward 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.

# 98-1-872M GREATWESTERNMORTGAGE

'In the event of a total taking of the Property, the proceeds shell 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 accured by this Security Instrument immediately before the taking, unless Borrower and Lendar otherwise agree in writing, the sums accured 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 Landar 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 falls 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 Socurity Instrument, whether or not then

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

amount of such payments.

11. Borrower Wet Released: Forbearance By Lender Not a Walver. 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 forrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest: Linear shall not be required to commence proceedings against any successor in interest or refuse to extend time rearrangment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any domand made by the original Borrower or Borrower's successors in interest. Any forbestance by Lender in exclusing 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 conelit the successors and easigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's covenants and agreements shell 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 Barrower'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 Lander and any other Borrower may agree to extend, modify, torbear 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 recured by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally interprated 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. Natices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailting 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 rotice to Lender. Any notice to Lender shall be given by first class mail to Lander'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 clears 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 affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Barrawar'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 in Interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is a 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.

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Loan No.: 1-808828-3

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

18. Borrower's Hight to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Socurity Instrument discontinued at any time prior to the certain of: (a) 5 days (or such other period as applicable law may specify for reinstitutional) before sale of the Property pursuant to any power of sale contained in this Socurity Instrument; or (b) entry of a judgment enforcing this Socurity Instrument. Those conditions are that Borrower: (a) pays Lander all sums which then would be due under this Socurity Instrument and the Note as if no acceleration had occurred; (b) curse any default of any other covenants or agreements; (c) pays all exponses incurred in enforcing this Socurity Instrument, including, but not limited to, responsible atterneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lice of this Socurity Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums socured by this Socurity Instrument shall continue unchanged. Upon reinstatement by Borrower, this Socurity Instrument about not apply in the case of acceleration under Paragraph 17.

19. Sale of Note: Abrage of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be reld one or more times without prior notice to Borrower. A sale may result in a change in the entity (known of 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 at 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 a rail 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 povernmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower loades, or is notified by any governmental or regulatory authority, that any removal or other remodelation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remodel actions in accordance with Environmental Law.

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as texic or hazardous substances by Environmental Law and the following substances: gasoline Receive, other flammable or texic patroleum products, texic pasticides and herbicides, volatile solvents, include containing substances 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 held h, 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 governant 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 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, foreelesure 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 foreelesure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclesure, if the default is not cured on or before the date specified in the notice, Lender at less option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclese 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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22. Release. Upon payment of all sums secured by the Security instrument to Borrower. Borrower shall pay any rector releasing this Security Instrument, but only if the fee is charging of the fee is permitted under applicable law.  23. Waiver of Homestead: Borrower waives all right of his 24. Riders to this Security Instrument. If one or more together with this Security Instrument, the covenants and into and shall amend and supplement the covenants and rider(s) were a part of this Security Instrument. [Check applied.]	cordetion costs. Lender may charge Borrower a fee paid to a third party for services rendered and the property, a riders are executed by Borrower and recorded greements of each such rider shall be incorporated agreements of this Security Instrument as it the
X Adjustable Rate filder Condominium Rid Graduated Payment Rider Planned Unit Dev Baildon Rider Rate Improvement Other(s) [specify]	piopment Rider Biweekly Payment Rider
BY SIGNING BELOW, Borrower accepts and agrees to tinstrument and in any rider(s) executed by Borrower and rock Witnesson:	ne terms and coveriants contained in this Security orded with it.
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C/X	11/1/1/1
Ox	OBERT A ANDERSEN (Son)
	Jesus J. anderden (Soull
	NN P ANDERSEN Roirowei
0/	(Seni)
	Bostowes
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	-Borrowar
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State of Illinois, Cook County sa:	
and for said county and state, do harnby cartify that Rokas parsonally known to make be the same person(s) whose	( A. Ameliata ; a Notary Public in
personally known to me to be the same person(s) whose	name(s) subscribes to the foregoing instrument,
appeared before me this day in person, and acknowledged the signed and delivered the said instrument he and leave the content and purposes therein set forth.	from and voluntary act, for the
Given under my hand and official scal, this 1 💍 day	101, Jan 985 C.
My Commission expires:	Karen Mt Jendich
This instrument was propored by: PAT PASSER  650 EAST ALGONQUIN ROAD SUITE 105 SCHAUMBURG, IL 60173  **OFFICIAL SEAL**  KAREN M. HENDRICKS, Nolary P. Cook County, State of lilling My Commission Expires 4/15/2	Ublic ols
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LEGAL DESCRIPTION ATTACHMENT

LOAN NUMSEP: 1-888829-3

SCHEDULE "A"

LOT 60 IN CENTRAL ADDITION TO CLINVIEW, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 12 RAST OF THE THIRD PRINCIPAL MERIDIAL, AND BLOCK 6 IN OAK GLENN, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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Loan No.: 1-858829-3

ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps) **ARM TB-36** 8613

THIS ADJUS (ADJUS RATE RIDER is made this 13th day of January, 1998 and is incorporated into and chall 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 Washington Mutual Bank, FA

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

2019 (R STREET, GLENVIEW, IL 60025 [Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE TOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A: INTEREST RATE AND MONTHLY PAYMENT CYANGES

The Note provides for an initial interest rate of 7.125%. 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 that day every 12th 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 1 year, as made available by the Federal Reserve Board. The most recent licex 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 incex which is based upon comparable information. The Note Holder will give me notice of this choice.

#### ALL TERMS AND CONDITIONS CONTINUED ON THE BACK OF THIS RIDER ARE PART OF THIS RIDER

MULTISTATE ADJUSTABLE RATE RIDER: ARM 5-2 - Skiglo Family - Famile Mod/Freddle Mac Uniform Instrument Form 3111 3/85 GEGGOHUR (H12/30) ipage 1 of 3 pages!

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(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding

2.750 percentage points ( 2.750% ) to the Current Index. The Note Holder will then round the result of this addition to the newrest 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 own 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

(D) Limits on Interest Ante Changes
The interest rate I am required to pay at the first Change Date will not be greater than 9.126% or less than 6.126%. Thereafter, my interest rate will never be increased or decreased up any single Change Date by more than two percentage points (2.0%) from the rate of Interest I have been paying for the proceding twelve months. My interest rate will never be greater 13.125 %

(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 Charges
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the affective 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 unswer any question i may have regarding the notice.

B. TRANSFER OF THE PROPERTY CR A BENEFICIAL INTEREST IN BORROWER
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 for the beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lunder may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this applion 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 (equired by Lender to evaluate the intended transferse as if a new loan were being made to the transferse; 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 parmitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lander may charge a reasonable fee as a condition assumption agreement that is acceptable to Lender and that a because the transferse to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument.

750/1/10 to be obligated under the Note and this Security Instrument unear Londer releases Borrower in

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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 falls 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. Borrower.

BY SIGNING BELOW, Borrowar accepts and agrees to the terms and covenants contained on both sides of this Adjustable Rate Rider.

ROBERT A ANDERSEN (Soul)	ANN P ANDERSEN (Son)
(Saal)	(Soal)
(See iii	(Sont)
	(Sign Original Only)
	C/O/A/SOx
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