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BOX 370

RECORD AND RETURN TO:
ASSOCIATED FINANCIAL SERVICES, INC.

98326975

910 SKOKIE BOULEVARD-SUITE 114
NORTHBROOK, ILLINOIS 60062

DEPT-01 RECORDING \$35.00
T90009 TRAN 2174 04/23/98 11:01:00
\$1616 + RC *-98-326975
COOK COUNTY RECORDER

Prepared by:
ELIZA ZVAIQZNI
NORTHBROOK, IL 60062

109306974
031197108 AX64 Box 370

MORTGAGE

(8)

THIS MORTGAGE ("Security Instrument") is given on **APRIL 14, 1998**
PATRICK O'TOOLE
AND ELIZABETH O'TOOLE, HUSBAND AND WIFE

. The mortgagor is

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

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose
address is **910 SKOKIE BOULEVARD-SUITE 114**
NORTHBROOK, ILLINOIS 60062 ("Lender"). Borrower owes Lender the principal sum of
TWO HUNDRED FORTY THOUSAND AND 00/100

Dollars (U.S. \$ 240,000.00).

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 **MAY 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 5 IN THE RESUBDIVISION OF THE EAST 123 FEET OF LOT 2 (EXCEPT THE
SOUTH 74 FEET) IN BLOCK 7 IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF WILMETTE IN COOK
COUNTY, ILLINOIS.

05-33-405-015

Parcel ID #:

which has the address of **323 14TH STREET, WILMETTE** [Street, City],
Illinois **60091** [Zip Code] ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Initials: **POL P.C.C.** Amended 8/96
MP-6R(H) (9608)

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ATGF, INC

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TOGETHER WITH all the improvements now or hereafter erected on the property, All replemements and additioins 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, build and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title 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 which limit variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest: Prepayment and Lender's covenant and agree as follows:
 2. Funds for Taxes and Insurance and Note due under the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may accrue over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the day mortgage insurance premiums. These items are called "Escrow Items". Lender on the day mortgagelike payment of principal and interest to pay the Funds to pay the Note is paid in full, a sum ("Funds") for: (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; (f) any sums payable by Borrower to Lender, in accordance with the provisions of the mortgage insurance policy, if any; (g) any sums payable by Borrower to Lender in an amount not to exceed the maximum amount a lessor may receive from Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law permits a lender to relate mortgagelike loans to it, collects and holds Funds in an amount not to exceed the maximum amount a lessor may receive for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq., unless Lender may require Borrower to pay the Funds to pay the Note is such an instrument, or in any other way, to the basis of current data and reasonable estimates of future Escrow Items or otherwise in accordance with applicable law.

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing prepayment to Borrower. If a refund reduced principal, the reduction will be treated as a partial prepayment without any

Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct to the permitted limit, and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge

loan that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the and that law secures by this Security Instrument is subject to a law which sets maximum loan charges,

13. Loan Charge. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

make any accommodations which regard to the terms of this Security Instrument or the Note without their consent.

14. Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or secured by this Security Instrument; (b) is not personally obligated to pay the sums

Borrower's interest in the Property under the terms of this Security Instrument; (a) is co-signing this Security Instrument only to his wife, parent and convey this Security

Instrument but does not execute the Note; (b) is co-signing this Security Instrument only to his wife, parent and convey this Security

Paraphaph 17. Borrower's co-contractants and beneficiaries shall be joint and several. Any Borrower, subject to the provisions of

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the terms of this Security

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The co-contractants and agreements of this

exercise of any right or remedy.

13. Lender's right to sue for breach of contract or damage in writing or otherwise to make an award or settle a claim for damages, Borrower, is to rescind to Lender within 30 days after the date the notice is given, unless Lender is authorized to collect and apply the proceeds, all its option, either to restoration or repair of the Property or to the sums

If the Property is abandoned by Borrower or if, after notice to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower, is to rescind to Lender to any successor in interests of Borrower shall

not release the liability of the original Borrower or Borrower's successor in interests. Lender not be required to

of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interests of Borrower shall

not operate the instrument of the month by which the amounts of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or

secured by this Security Instrument, whether or not due.

If the Lender is authorized to sue before the taking, unless Borrower grants a power of attorney to Lender to sue for the sums

market value of the Property immovable before the taking is less than the amount of the sums secured immediately before the taking. Any balance, after notice to Borrower, in the event of a partial taking of the Property in which the fair

amount of the sums secured immovable before the taking, divided by (b) the fair market value of the Property immediately

this Security Instrument shall be reduced by the taking, multiplied by the following fraction: (a) the total

Security Instrument in detail before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by

market value of the Property immovable before the taking is equal to or greater than the amount of the sums secured by this

whether or not in due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

16. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an inspection specifically resounding cause for the inspection.

9. Inspection. Lender or his agent may make reasonable entries upon and inspectioins of the Property. Lender shall give

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

the premium required to maintain mortgage insurance in effect, or to provide a loss reserve. Until the requirement for mortgage

lender (Lender) required by an insurer apprived by Lender becomes available and is obtained, Borrower shall pay

payments may to long as is required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

be in effect, Lender will accept), use and retain these payments as a loss reserve in lieu of mortgage insurance. Losses reserved

one-twelfth of the year), mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to

subsidiarily equivalent insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to

cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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

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

relate to health, safety or environmental protection.

this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the property is located that pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in Environmental Law and the following subsections: Baseline, recourse, other flameable or toxic petroleum products, toxic As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by all necessary remedial actions in accordance with Environmental Law.

any remedial or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take of which Borrower has actual knowledge. If Borrower learns, or is notified by any government entity, that government or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any responsible uses and to maintenance of the Property.

storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal Property that is in violation of any Environmental Law. The preceding two apply to the presence, use, or Hazards Substances on or in the Property. Borrower shall not do, nor allow, any one else to do, anything affecting the Hazardous Substances that cause or permit the presence, use, disposal, storage, or release of any information required by applicable law.

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 "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 notice in advance in accordance with paragraph 14 above, 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 law.

not apply in the case of acceleration under paragraph 17. Obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to terminate the Security Instrument shall continue. Upon reinvestment by Borrower, this Security Instrument and the Security Interest in the Note, if any, shall be reinstated. (d) takes such action as Lender may reasonably require to assure inclusion, but not limited to, reasonable attorney fees; and (e) pays all expenses incurred in enforcing this Security Instrument, courses any default of any other covenant, or agreements; (f) pays all expenses incurred in terminating this Security Instrument, or (g) within which Lender would be liable under this Security Instrument and the Note as if the acceleration had occurred; (b) secures all sums which (c) court of a judge entitling this Security Instrument. Those conditions are that Borrower: (a) pays Security Instrument or (b) repossesses the Security Interest in the Note pursuant to any power of sale contained in this applicable law may specifically, for reinstatement) before sale of the Property pursuant to the Note; (a) 5 days (or such other period as enforcement of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days or such other period as public law may specify, for reinstatement before sale of the Property pursuant to the Note; (b) 60 days or such other period as public law may specify, for reinstatement before sale of the Property pursuant to the Note; (c) 180 days or such other period as public law may specify, for reinstatement before sale of the Property pursuant to the Note.

18. Borrower's Right to Remitiate. If Borrower makes certain contributions, Borrower shall have the right to have permitted by this Security instrument without further notice to Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration of note of 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 the sums prior to the expiration of this period, Lender may invoke any remedies 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.

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 Lender's jurisdictional interest in Borrower is sold or transferred and Borrower is not a natural person within 60 days of the date of this Security instrument. If Lender does not exercise this option within 60 days, Lender may invoke any remedies 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.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security instrument, to be severable. If Lender exercises this option without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared given effect with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be construed as prohibiting Lender from exercising his rights under this Security instrument.

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 of this Security instrument or the Note gives Lender a remedy, Lender may, at his option, choose to exercise any remedy available to him under the provisions of this Security instrument or the Note. Any provision of the Note which purports to give Lender any right, remedy or power under this Security instrument in conflict with this paragraph shall be ineffective to the extent of such conflict.

14. 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.

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

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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 such 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)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 1-4 Family Rider
- Biweekly/ Payment Rider
- Second Home Rider

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

Witnesses:

Patrick S. O'Toole
PATRICK O'TOOLE

(Seal)

-Borrower

Elizabeth C. O'Toole
ELIZABETH O'TOOLE

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF ILLINOIS, COOK

I, DAVID G. GABOREK

that PATRICK O'TOOLE AND ELIZABETH O'TOOLE, HUSBAND AND WIFE

County ss:

, a Notary Public in and for said county and state do hereby certify

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

14

day of

1990

My Commission Expires:

06/03/2001

Notary Public

"OFFICIAL SEAL"

David G. Gaborek
Notary Public, State of Illinois
My Commission Exp. 06/03/2001

NMP -GR(IL) 19608

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this **14TH** day of **APRIL, 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 **ASSOCIATED FINANCIAL SERVICES, INC.**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
323 14TH STREET, WILMETTE, ILLINOIS 60091

[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 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 CHANGES

The Note provides for an initial interest rate of **7.1250 %**. 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 **MAY 1, 2005**, and on 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 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 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 **8.1250 %** or less than **5.1250 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage points (**2.0000 %**) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **12.8750 %**.

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(12/16/94)

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- Borrower
(Seal)

- Borrower
(Seal)

PATRICK O'TOOLE
ELIZABETH O'TOOLE
Borrower
(Seal) CLAUDETTE O'TOOLE
Borrower
(Seal)

Patrick & Diane

Rider.

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

Borrower. 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.

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 this Security Instrument unless Lender releases Borrower in writing. Lender will continue to be obligated under the Note and this Security Instrument until Lender releases Borrower in the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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 transfer as 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 exercised by federal law as of Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by without Lender's consent, Lender may sell or transferred and Borrower is not a natural person) is sold or transferred (or if a beneficial interest in Borrower, if all or any part of the Property or any interest in

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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

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 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 questions I may have regarding the notice.

(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 begins again.