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1999-09-29 15:48:25

Cook County Recorder

Prepared by & maifte: The Orelet Co 4802 Deer Sake Unive Pass JACKSON 011/12, Florida

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MORTGAGE

THIS MORTGAGE ("Security ins rument") is given on September 28, 1999. The mortgagor is Douglas R. Gilmour and Amy C. Gilmour Ma Borrower"). Each other Instrument is given to Merrill Lynch Credit Corporation and/or assigns, which is organized and existing under the laws of Delaware, and whose address is 4802 Deer Lake Drive East, Jacksonville, Florida 32246-6484 ("Lender"). Borrower owes Lender the principal sum of One Million Seven Hundred Fifty Thousand and 00/100----- Dollars (U.S. \$1,750,000.00). 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 October 1, 2029. 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 Por ower'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 ta.
Clarks
Office property located in Cook County, Illinois:

See description attached hereto

P. I. N. # 14 32 112 024 0000

which has the address of 2226 North Magnolia Avenue, Chicago, Illinois 60614 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected 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 seised 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 title to the Property against all claims and demands, subject to any encumbrances of record.

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT 0834u (09/21/95) PJFILMTG Illinois Mortgage

Form 3014 9/90

(page 1 of 7 pages)

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Form 3014 9/90

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 chall 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?

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

within 10 days of the giving of notice.

Borrower snail promptly discraige any neithness priority over this security institution of the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over 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

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument un.es. Borrower: (a) agrees in

Property which may attain priority over this Security Instrument, and leasehold payments or grown them on time directly to pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, ir.es and impositions attributable to the

paragraph's I shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to inferest due; fourth, to principal due; and last, to any late charges due under the Note.

Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

Security Instrument.

Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale as a credit against the sums secured by this

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

monthly payments, at-Lender's sole discretion.

Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lander may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve

If the Funds held by Lender exceed the 8 nounts permitted to be held by applicable law, Lender shall account to

made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

(including Lender, if Lender may not thatge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, untess and the pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Forrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, valets applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall and interest to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest to pay Borrower and the Funds. Borrower and Lender may agree in writing, however, that interest to pay depict to the Funds and the Funds was annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was

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 leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "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 related mortgage loan may time, 12 U.S.C. @§ 2601 et 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 any time, collect and and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the any time, collect and be beld in an institution whose deposits are insured by a federal agency, instrumentally, or entity in the Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity are insured by a federal agency, instrumentally, or entity is maximum and in an institution whose deposits are insured by a federal agency, instrumentally, or entity or entity are funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity or entity and the funds of the federal agency, instrumentally, or entity or entity are for the federal agency, instrumentally, or entity or entity and the federal agency in a instrumental interval.

principal of and interest on the debt evidenced by the Noie 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

I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

limited variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

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.

- Occupancy Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall coupy, 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 leader 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 begin 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 Berrower'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 info mation 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. It 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 Berro ver secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be a interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower recuesting 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 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.

(sa8vd \ fo + a8vd) Form 3014 9/90

Security Instrument.

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

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

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and Lie, aw of the jurisdiction in shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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 permitted limit; and (b) any sums already collected from Borrower which exceeded remitted limits will be refunded to Borrower. exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the and that law is finally interpreted so that the interest or other loan charges collected in connection with the loan

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

with regard to the terms of this Security Instrument or the Note without and Borrower's consent. Instrument; and (c) agrees that Lender and any other Borrower 122y agree to extend, modify, forbear or make any accommodations Property under the terms of this Security Instrument; (b) is not parsonally obligated to pay the sums secured by this Security not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph.

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

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 sums secured by this Security Instrument oy reason of any demand made by the original Borrower's successors in commence proceedings against any successor; in interest or refuse to extend time for payment or otherwise modify amortization of the operate to release the liability of the criginal Borrower or Borrower's successors in interest. Lender shall not be required to amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not

11. Borrower Not I eles sed; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of the due date of the monthly rayments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Porrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

this Security Instrument, whether or not then due. authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by 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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an

Security Instrument whether or not the sums are then due.

otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender 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 secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security 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 In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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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 Service, 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 (nat 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 para gray h 17 unless 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 (a) 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 to homestead exemption in the Property.

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Form 3014 9/90 (page 6 of 7 pages)

though in fact	Douglas R. Gilmour by Andy C. Gifmoul, his a
-Borrower	,
-Borrower (Seal)	
-BOLTOWE: (Seal)	
- Borrower	
(Seal)	
	Mituesses:
he terms and covenants contained in this Security Instrument and in	[] Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to tany rider(s) executed by Borrower and recorded with it.
	0'
[X] Fixed/Adjustable Rate Rider	[] Construction/Per nam nt Loan Rider
[] Adjustable Rate/ Index Conversion Option Rider	[] Index Conversion Option / Periodic Rate Limits Rider
[] Adjustable Rate/Conversion Option Rider	[] Index Conversion Option Rider
[] Conversion Options / Periodic Rate Limits Rider	[X] Second Home Rider
[] Conversion Options Rider	[] 1-4 Family Rider
[] Planned Unit Development Rider	[] Balloon Rider
[] Condominium Rider	[] Adjustable Rate Rider
	Check applicable box(es)]

covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

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[Space Below This Line For Acknowledgment] STATE OF ILLINOIS STATE OF ILLINOIS COUNTY OF COOK)ss. COUNTY OF COOK)ss. I, the undersigned, a Notary Public in and I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CM C. GI MOUR, Market West of County of Co for said County, in the State aforesaid, DO HEREBY CERTIFY that bugas & Gilmoye market to lemy C. Ali moun as seened personally known to me to be the same person(s) whose known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing name(s) is/are subscribed to the foregoing instrument appeared before me this day in instrument appeared before me this day in person, and acknowledged that person, and acknowledged that signed, signed, sealed and delivered the said instrument sealed and delivered the said instrument as free and voluntary act, for the uses and free and voluntary act, for the uses and purposes set forth including the release purposes set forth, including the release therein and waiver of the right homestead. I all the standard of ficial seal this control of the right homestead of ficial seal this control of the seal this control of th therein and waiver of the right homestead. September V day of/ Notary Publ Notary Public Commission expir€ Commission expires "OEFICIAL "OFFICIAL JOAN KENNY JOAN KENNY NOTARY PUBLIC, STATE OF ILLINOIS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12/17/2001 \$ MY COMMISSION EXPIRES 12/17/2001 STATE OF ILLINOIS STATE OF ILLINOIS COUNTY OF COUNTY OF)ss. I, the undersigned, a Notary Public in and I, the urdersigned, a Notary Public in and for said County, in the State aforesaid, DO for said County, in the State aforesaid, DO HEREBY CERTIFY that _ HEREBY CERTIFY that personally personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in instrument appeared before me this day in person, and acknowledged that person, and acknowledged that sealed and delivered the said instrument sealed and delivered the said instrument free and voluntary act, for the uses and purposes set forth, including the release free and voluntary act, for the uses and purposes set forth, including the release therein and waiver of the right of therein and waiver of the right of homestead. homestead. Given under my hand and official seal this Given under my hand and official seal this

Notary Public

Commission expires:

Commission expires:

Notary Public

LEGAL DESCRIPTION

LOT 36 IN BLOCK 7 IN GEORGE WARD'S SUBDIVISION OF BLOCK 12 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

FIXED/ADJUSTABLE RATE RIDER

LIBOR 6 Month Index (As Published in The Wall Street Journal)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 28th day of September, 1999 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 Fixed/Adjustable Rate Note (the "Note") to Merrill Lynch Credit Corporation, a Delaware corporation, whose street address is 4802 Deer Lake Drive East, Jacksonville, Florida 32246-6484, (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 2226 North Magnolia Avenue Chicago, Illinois 60614.

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE. TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS 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. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 8.625%. The Note also provides for a change in the initial fixed rate to an adjustable interest ate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of October 1, 2004, and the adjustable interest rate I will pay may change on that day every 6th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and 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 vill be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. 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.

ARM/LIBOR STANDARD RIDER (2/25/99) LARSTR 4209318

(page 1 of 4 pages)

(C) Calculation of Changes

one-eighth of one percentage point (0.125%). Subject to the limits stated in section 4(D) below, this rounded points (2.00%) to the Current Index. The Note Holder will then round the result of this addition to the nearest Before each Change Date the Note Holder will calculate my new interest rate by adding two percentage

amount will be my new interest rate until the next Change Date.

interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly the unpaid principal that I am expected to owe at the next Change Date in full on the Maturity Date at my new The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay

(D) Limits of Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 14.625% or less

than 2.625%. My interest rate will never be greater than 14.625%.

(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 paymen, reginning on the first monthly payment date after the Change Date until the amount of my

(F) Notice of Changes monthly payment charges again.

The Note Holder viril deliver or mail to me a notice of the change in my initial fixed interest rate to an

The notice will include the amount of my monthly payment, any information required by law to be given me and adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change.

also the telephone number of a person, who will answer any question I may have regarding the notice.

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

INTEREST RATE UNDER THE TERMS STATED SECTION A ABOVE, UNIFORM COVENAUT IT OF 1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE

THE SECURITY INSTRUMENT SHALL BE IN LEDECT AS FOLLOWS:

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

the expiration of this period, Lender may invoke any remedies permitted ly the Security Instrument Borrower must pay all sums secured by the Security Instrument. If Borrowe, Isias to pay these sums prior to shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice

without further notice or demand on Borrower.

(page 2 of 4 pages)

2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part 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 the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Security Instrument. Lender also shall not exercise the 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 the 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 in the Security Instrument. Borrower will continue to be obligated under the Note and the 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 I or ower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

> LY LL
>
> Clarks
> Office [THIS SPACE INTENTIONALLY LEFT BLANK]

(page 3 of 4 pages)

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

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(Seal)	· · · · · · · · · · · · · · · · · · ·
(1538) Al-puratto and complete	Dougle R. Gilmour by Amy C. Gilmour his atte
(Seal)	.
Amy C. Gilmour Borrower	TO COM
Borrower (Seal)	
(Seal)	

(page 4 of 4 pages)

SECOND HOME RIDER

THIS SECOND HOME RIDER is made on this 28th day of September, 1999, 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," whether there are one or more persons undersigned) to secure Borrower's Note to Merrill Lynch Credit Corporation (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property"), which is located at: 2226 North Magnolia Avenue Chicago, Illinois 60614.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Uniform Covenant 6 of the Security Instrument is deleted and is replaced by the following:

6. Occupancy and Use; Preservation, Maintenance and Protection of the Property; Borrower's Loan Application: Jeaseholds. Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreer ent that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property. 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 Instrumen or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragrap 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 len 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 and use of the Property as a second home. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Sith Office Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

SECOND HOME RIDER-Single Family-Freddie Mac UNIFORM INSTRUMENT Form 3890 9/90

(02/25/99) PJFST2R Second Home Rider 4209318

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Amy c. Gilmour	
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home

Rider.

MORTGAGE

UNOFFICIAL COPY 24071 Page 15 of 15

Title No.

TO

Recorded At Request of Merrill Lynch Credit Corporation

RETURN BY MAIL TO:

Merrill Lynch Credit Corporation 4802 Deer Lake Drive East Jacksonville, Florida 32246-6484

Attention: Post Closing Department

RESERVE FULL SPACE FOR USE FOR RECORDING OFFICE