This form is used in connection with mortgages insured under the one to four-family provisions of the National Housing Act.

THIS INDENTURE, Made this 19TH day of DEBORAH M. MILLER, A SINGLE PERSON

DECEMBER

19 8 5

between

, Mortgagor and

COMMONWEALTH EASTERN MORTGAGE CORPORATION

a corporation organized and existing under the laws of Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of SIXTY TWO THOUSAND TWO HUNDRED AND 00/100

Dollars (S ******62,200.00)

NEW JERSEY

payable with interest at the rate of NINE AND 00000/100000 per centum 9.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagec at its office HOUSTON, TEXAS 77027 or at such ofhio place as the holder may designate in writing, and delivered the said principal and interest being payable in monthly installments in FIVE HUNDRED AND 48/100 *** Dollars (\$ ******* 100.48 FEBRUARY . 19 86) on the First day of , and a like sum on the first day of each and every north thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JANUARY, 2016.

NOW, THEREFORE, the said 'nortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and warrants and the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illing is, to wit:

UNIT 1-4-16-R-D-2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN LIXINGTON VILLAGE COACH HOUSE CONDO-MINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT 24383272 IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 16. EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLING 3;

★ COMMON ADDRESS: 109 SUSSEX, SCHAUMBURG IL 60194

★ TAX I. D. #: 07-22-402-942-1120, VO. 187

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THIS INSTRUMENT PREPARED BY: A COMMONA R. BARRETT
COMMONWEALTH EASTERN MORTGAGE CORPORATION
5005 NEWPORT DR., SUITE 400
ROLLING MEADOWS IL 60008

X TAX I.D. #07-22-402-042-1120

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunt a belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title; and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the end viortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the hax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

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STATE OF ILLINOIS HUD-92116M (5-80)

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C.16 ANDENBURED ORDER N. MILLEY, A STRUCK PERSON

P. John

e the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solition's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this piortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BF IN LUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys, solicitors, and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose aut jorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are muse; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The ove plus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of hi, mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such relet se or satisfaction by Mortgagee.

IT IS EXPRESSLY AGREED that no extension of the tire for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

administra		CONTAINED shall bind, and the or left is of the parties hereto. Wherever used, in ude the feminine.		
SEE ADJU	STABLE RATE RID	of the Mortgagor, the day and year firs ER ATTACHED HERETO AND MA NS OF THIS SECURITY INSTR	DE A PART HEREOF	Will- ISEAL
		[SEAL]	4	[SEAL]
	FILLINOIS OF Dee Page	? Ę	x:	0,5,.
1,	THE UNDERSI Do Hereby Certify That		, a singley pe	igsig and for the county and State
person who that purposes th	SHE signed, sea	subscribed to the foregoing instrun- led, and delivered the said instrument a the release and waiver of the right of	nent, appeared before me it is free	anally known to me to be the same his day in person and acknowledged and voluntary act for the uses and
GIVI	EN under my hand and N		December Mary mnission	
DOC. NO.		Filed for Record in the	Recorder's Office of	
		County, Illinois, on the	day of	A.D. 19
at	oʻelock	m., and duly recorded in Book	; of	Page

cipel sum remaining urpoid together with accrued interest thereon, shall, at the election of the Mongages, without notice, become immediately (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said prin-IN THE RVENT of default in making any mouthly payment provided for herein and in the note secured hereby for a period of thirty

the Neutronal Housing Act is due to the Mortgagee's failure to mortgage insurance premium to the Department of Housing and Urban seured tereby immediately due and payable. This option may not be exercised by the Mortgagee when the incligibility for insurance under mongage, being deemed conclusive proof of such incligibility), the Mortgages or the holder of the note may, at its option, declare all sums the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated aubsequent to the state of the more of the STATY BATY. the National Housing Act within THE MORTGACOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under an insurance under secured thousang Act, within SIXTY DAYS

from the date beneat within seasoment of any officer of

by it on account of the indebtedness secured hereby, whether due or not emaining ampaid, are hereby easigned by the Morigagor to the Morigages and shall be paid forthwith to the Morigages to be applied seeds, and the consideration for such acquisition, to the extent of the full amount of indebtodness upon this Mortgage, and the Mote secured THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a " vite use, the damages,

policies then in force shall pass to the purchaser or grantee.

originged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mo use, or in and to any insurance secured or to the restoration or repair of the property damaged. In event of foreclosure of this mot one of other transfer of this to jointly, and the insurance proceeds, or any part thereof, may be applied by the Morigagee at his option citie. reduction of the indebtedness a hereby sufferinged and directed to make payment for such loss directly to the Mortgagee instead of p. u.s. Mortgagor and the Mortgagee the Mortgages, who may make proof of loss in from acceptable by Mortgages. Le on' of loss Mortgages will give inmediate bencembed by Mortgages, and sach insurance company concerned All insurance shall be carried in companies approved by the Mortgagee and the policies and nenewals thereof shall be their by the Mortgagee has not been made hereinbefore.

from time to time by the Montgagee against loss by fire and other hazards, caeualite, sur' contingencies in such amounts and for such periods as may be required by the Montgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which THAT HE WILL KEEP the improvements now existing or hereafter erected to mortgaged property, traured as may be required

the interior water, and profits now due or which may hereafter become die, it, the use, of the premises bereinshove described. AND AS ADDITIONAL SECURITY for the payment of the indebtech as aforesaid the Mortgagor does hereby assign to the Mortgagoe

in the funds accumulated under subsection (a) of the preceding party as a credit against the amount of principal then remaining unpaid hall apply, as the time of the commencement of such proceedings And the property is otherwise acquired, the balance then remaining withing in a passic sale of the premises covered hereby, or , n c Mongages acquires the property otherwise after default, the Mongages des the provisions of subsection (a) of the proceding party of the mortgage the competing the amount of such indebtedness, c or its account of the Mortgagor any balance remaining in the funds accumulated a accordance with the provisions of the note secured lereby, full payment of the entire indebtedness represented thereby, the Mortgagee ancestments, or I war nee premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, payable, then the Morigagor shall pay to the 'Aorig gee any amount necessary to make up the defletency, on or before the date when payment servicent to pay ground nome, saves, and " & amount, or insurance premiums, as the case may be, when the same shall become due and to the Mengagor II however, the most all with the Montager under subsection (a) of the preceding pengriph shall not be cate actually made by the Moriga sec for ground rents, taxes, and assessments, or mannance premiums, as the case may be, such excess, or made by the Morigagor, or refunded loan is categor, as the credited on subsequent payments to be made by the Morigagor, or refunded If the soul of the peyments in ide by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the

of the rests stor. See mention and event of contains more than fracen (13) days in smears, to cover the extra expense involved in of promitting an event of default under this mortgage. The Mongages may collect a "late charge" not to exceed Any deficial cy. a the amount of any such aggregate monthly payment shall, unless made good by the Mongagor prior to the due date

- (II) morest on the note secured hereby; and (I.I) more said note.
- (I) ground rones, if any, taxes, special assessments, fine, and other hazard insurance promiums;
 - supplied by the Montgages to the following items in the order set forth:
- payments mentioned in the preceding subsection of this paragraph and all payments to be made mouth in a single payment to be being to be made under the note secured hereby all be somed income and the aggregate and the aggregate amount thereof shall be paid by the Montgagor each month in a single payment to be with promo queen, secch surms to be held by Morigagee in trust to pay said ground rems, premiums, taxes and special assessments; and of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become near become due and payable on policies of fare and other hazard insurance covering the mongaged property, plus taxes and sascarments
- (c) A seem squal to the ground rents, if any, next due, plus the premiums that will next become due, plus the premiums that will Then, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the following sums:

THE MEDIE OF THE PART, ON ANY INSTALLMENT DUE DATE.

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 19TH day of <u>DECEMBER</u>	
19 85 , and is incorporated into and shall be deemed to amend	and
supplement the Mortgage, Deed of Trust or Security Deed ("Mortgage")	, of
even date herewith, given by the undersigned ("Nortgagor"), to se	cure
Nortgagor's Adjustable Rate Note ("Note"), of even date herewith	, to
COMMONWEALTH EASTERN MORTGAGE CORPORATION ("Mortgagee"), covering	the
premises described in the Mortgage and located at	
109 SUSSEX, SCHAUMBURG, ILLINOIS 60194	•

Notwithstanding anything to the contrary set forth in the Mortgage, Mortgagor and Mortgagee hereby agree to the following:

- 1. Under the Note, the initial stated interest rate of NINE per centum (9.0 %) per annum ("Initial Interest Rate") on the unpul principal balance is subject to change, as hereinafter described. When the interest rate changes, the equal monthly installments of principal and interest also will be adjusted, as hereinafter provided, so that each installment will be in an amount necessary to fully amortize the unpaid principal balance of the Note, at the new adjusted interest rate, over the remaining term of the Note.
- 2. The first adjustment to the interest rate (if any adjustment is required) will be effective on the first day of APRIL, 19 87 (which date will not be less than twelve months nor more than eighteen months from the due date of the first installment payment under the Note, and thereafter each adjustment to the interest rate will be made effective on that day of each succeeding year during the term of the Mortgage ("Change Date").
- 3. Each adjustment to the interest rate will be made based upon the following method of employing the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index"; the Index is published in the Federal Reserve Bulletin and made averlable by the United States Treasury Department in Statistical Release H. 15 (519)). As of each Change Date, it will be determined whether or not an interest rate adjustment must be made, and the amount of the new adjusted interest rate, if any, as follows:
 - (a) The amount of the Index will be determined, using the most recently available figure, thirty (30) days refore the Change Date ("Current Index").
 - (b) 2 percentage points (2.0 %; the "Margin") will be added to the Current Index and the sum of this addition will be rounded to the nearest one-eighth of one percentige point (0.125%). The rounded sum, of the Margin plus the Aurent Index, will be called the "Calculated Interest Rate" for each Change Date.
 - (c) The Calculated Interest Rate will be compared to the interest rate being earned immediately prior to the current Change Date (such interest rate being called the "Existing Interest Rate"). Then, the new adjusted interest rate, if any, will be determined as follows:
 - (i) If the Calculated Interest Rate is the same as the Existing Interest Rate, the interest rate will not change.
 - (ii) If the difference between the Calculated Interest Rate and the Existing Interest Rate is less than or equal to one percentage point, the new adjusted interest rate will be equal to the Calculated Interest Rate (subject to the maximum allowable change over the term of the Mortgage of five percentage points, in either direction, from the Initial Interest Rate, herein called the "5% Cap").

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- (i) If the Colonian Interest Nate is the serm as the Example Interest Fore, the interest rate will not change.
- (ii) If the difference rebesh the Cilculated Interport lave and the crimmary Present of the lass than or squal for the careful that is a lass than or squal for the careful that is a squal for the careful that the careful that the careful that the careful the caref

- (iii) If the Calculated Interest Rate exceeds the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point higher than the Existing Interest Rate (subject to the 5% Cap).
- (iv) If the Calculated Interest Pate is less than the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point less than the Existing Interest Rate (subject to the 5% Cap).
- (d) Notwithstanding anything contained in this Adjustable Rate Rider, in no event will any new adjusted interest rate be more than five percentage (5%) points higher or lower than the Initial Interest Rate. If any increase or decrease in the Existing Interest Rate would cause the new adjusted interest rate to exceed the 5% Cap, the new adjusted interest rate will be limited to five percentage (5%) points higher or lower, whichever is applicable, then the Initial Interest Fate.
- (E) Mortgage. Will perform the functions required under Subparagraphs 3(a), (b) and (c) to determine the amount of the new adjusted rate, if any. Any such new adjusted interest rate will become effective on the Change Date and thereafter will be decised to be the Existing Interest Rate. The new Existing Interest Rate will remain in effect until the next Change Date on which the interest rate is adjusted.
- (f) The method set for in this Paragraph 3 of this Adjustable Rate Rider, for determining whether or not an adjustment must be made to the Existing Interest Rate incorporates the effects of the provisions of 24 LFR 203.49(e) (1) and 234.79(e) (1) which require that changes in the Index in excess of one percentage point must be carried over for inclusion in adjustments to the Existing Interest Rate in subsequent years.
- (g) If the Index is no longer available, Mortgagee will be required to use any index prescribed by the Department of Reusing and Urban Development. Mortgagee will notify Mortgager in writing of any such substitute index (giving all necessary information for Mortgagor to ordin such index) and after the date of such notice the substitute index will be deemed to be the Index hereunder.
- 2. (a) If the Existing Interest Rate changes on any Change Date, Nortgagee will recalculate the monthly installment payments of principal and interest to determine the amount which would be necessary to repay in full, on the maturity date, the impaid principal balance (which unpaid principal balance vill be desmed to be the amount due on such Change Date assuming there has been no default in any payment on the Note but that all prepayments on the Note have been taken into account), at the new Existing Interest Pate, in equal monthly payments. On or before the Change Date, Mortgagee will give Mortgagor written notice ("Adjustment Notice") of any change in the Existing Interest Rate and of the revised account of the monthly installment payments of principal and interest, calculated as provided above. Each Adjustment Notice will set forth (i) the date the Adjustment Notice is given, (ii) the Change Date, (iii) the new Existing Interest Pate as adjusted on the Change Date, (iv) the amount of the adjustment hotice installment payments, calculated as provided above, (v) the Current Index, (vi) the method of calculating the adjustment to the monthly installment payments, and (vii) any other information which may be required by law from time to time.

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(b) Mortgagor agrees to pay the adjusted monthly installment amount beginning on the first payment date which occurs at least thirty (30) days after Mortgagee has given the Adjustment Notice to Mortgagor. Mortgagor will continue to pay the adjusted monthly installment amount set forth in the last Adjustment Notice given by Nortgagee to Mortgagor until the first payment date which occurs at least thirty (30) days after Mortgagee has given a further Adjustment Notice to Mortgagor. Notwithstanding anything to the contrary contained in this Adjustable Rate Rider or the Mortgage, Mortgagor will be relieved of any obligation to pay, and Mortgagee will have forfeited its right to collect, any increase in the monthly installment amount (caused by the recalculation of such amount under Subparagraph 4 (a)) for any payment date occurring less than thirty (30) days after Mortgagee has given the applicable Adjustment Notice to Mortgagor.

- (c) Notwithstanding anything contained in this Adjustable Rate Ride; in the event that (i) the Existing Interest Rate was reduced on a Change Date, and (ii) Mortgagee failed to give the Adjustment Notice when required, and (iii) Mortgagor, consequently, has made any monthly installment payments in excess of the amount which would have been set forth in such Adjustment Notice ("Excess Payments"), then Mortgagor, at Mortgagor's sole option, may either (1) demand the raturn from Mortgagee (who for the purposes of this sentence will be deemed to be the mortgagee, or mortgages, who received such Excess Payments, whether or not any such mortgagee subsequently assigned the Mortgage) of all or any portion of such Excess Payments, with interest thereon at a rate equal to the Index on the Change Date when the Existing Interest Rate was so reduced, from the date each such Excess Payment was made by Mortgagor to repayment, or (2) request that all or any portion of such Excess Payments, together with all interest thereon calculated as provided above, be applied as payments against principal.
- 5. Nothing contained in this Adjustable Rate Rider will permit Mortgagee to accomplish an interest rate adjustment through an increase (or decrease) to the unpaid principal balance. Changes to the Existing Interest Rate may only be reflected through adjustment to Mortgagor's monthly installment payments of principal and interest, as provided for herein.

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

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DEBORAH M. MÏLLER

Mortgagor

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