UNOFFICIAL COMMORTGAGE

ICM 20-04958-3

THIS INDENTURE, Made this JOSEPH T. GULINO AND DEBRA M. GULINO, his wife

14TH day of NOVEMBER

. 1986 , between

, Mortgagor,

and

ICM MORTGAGE CORPORATION

86590076

this form is used in connection with n ortgages insured under the one to

Housing Act.

a corporation organized and existing under the laws of Mortgagee.

The State of Delaware

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 EIGHTY SEVEN THOUSAND AND 00/100----Dollars (\$ 87,000.00

payable with interest at the rate of EIGHT AND ONE-HALF per centum ( %) 8.500 per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 6251 South Pinter Street, Suite #100, Englewood, Colorado

or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

Dollars (\$ SIX HUNDRED SIXTY FIGHT AND 96/100--668.96 on the first day of , 1986, and a like sum on the first day of each and every month DECEMBER thereafter until the note is fully price, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of NCVEMBER, 2016.

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of and the State of Illinois, to wit: COOK

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION.

DEPT-01 RECORDING \$16.40 TRAN 9793 12/19/84 12:45:00 15795 # ID \*-- 599976 COOK COUNTY RECORDER

vinto bi/ TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto be longing, 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 said Mortgagee, 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 coressly 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 Illinos, 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 tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

STATE OF ILLINOIS

# **UNOFFICIAL COPY**

Property of Cook County Clark's Office

94,006298

AND the said Mortgager further potentines and agriculastic llows:

That privilege is reserved to tak the cebt in whole, or in a naturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That, together with, and in addition to, the monthly payments of principal and interest pyable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows;
  - (1) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or.
  - (11) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;
- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prio (c) the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgages in trust to pay said ground rents, premiums, taxes and special assessments; and
- (c) All payments inentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be idded together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
  - (1) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of inortgage insurance premium), as the case may be;
  - (11) ground rents, if a y, taxes, special assessments, fire, and other hazard insurance premiums:
  - (III interest on the note occured hereby; and
  - (IV) amortization of the printipal of the said note.

Any deficiency in the amount of any or aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute and rent of default under this mortgage. The Mortgagee may collect a "late charge" to exceed four cents (4c) for each dollar (31) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor vider subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground .en.s taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, half be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payme its reade by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, asses ments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provision; of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the arroant of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the proceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance emaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquir's the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding par greph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies it such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurar to provision for payment of which has not been made hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 90 DAYS from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 90 DAYS time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (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 principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

## UNOFFIC

Hoffman Estates, Iffinots

S500 W. Higgins Road

ICM MORTGAGE CORPORATION

(08-5) M3:126-QUH

RETURN TO: Prepared by: CAROLYN KATTA

nd duly recorded in Book 28 gc ÌO lo yeb Illinois, on the 4'D' 16 1-08-0) to soillO grabnossa satt ni bross DOC: NO: Notary Public GIVEN Under my hand and Notatial Seal this A. D. 19 HITT 98

free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. signed, sealed, and delivered the said instrument as day in person and acknowledged that THEY THEIR to be the same person whose name 384 86590076

subscribed to the foregoing instrument, appeared octore me this personally-known to me

DEBRA M. GULINO, his wife JOSEPH T. GULINO AND

aforesaid, Do Hereby Certify That

a notary public, in and for the county and States.

COUNTY OF COLL

STATE OF ILLINOIS

(SEVF) (SEAL) DEBRA A. GULINO COLINO .T (SEAL) (SEAL)

WITNESS the hand and seal of the Mortgagor, the day and year litst written.

the plural the singular, and the masculine gender shall include the feminine. executors, administrators, successors, and assigns of the partier nereto. Wherever used, the singular number shall include the plural, THE COVENANTS HEREIN CONTAINED shall bind, no the benefits and advantages shall inute, to the respective heirs,

successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any statutes or laws which require the earlier execution ᢊ delivery of such release or satisfaction by Mortgagee.

demand therefor by Mortgagor, execute a releas, or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all covenants and agreements herein, then this conversance shall be null and void and Mortgagee will, within thirty (30) days after written If Mortgagor shall pay said note at the "six and in the manner aforesaid and shall abide by, comply with, and duly perform all the Mortgagor.

secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the note secured hereby, from the time sur h advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the and stenographers' fees, authys for documentary evidence and cost of said abstract and examination of title; (2) all the moneys pursuance of any such de .ree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors',

AND THERE SHALL BE INCLUDED in any decree foreelosing this mortgage and be paid out of the proceeds of any sale made in indebtedness secured or cby and be allowed in any decree foreelosing this mortgage.

further lien and thatge upon the said premises under this mortgage, and all such expenses shall become so much additionl ices and charge so the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable 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 allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be reasonably necessary to carry out the provisions of this paragraph.

issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, to an end in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such 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 action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an

indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property. the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of 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 placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession Defore or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the 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 AND IN THE EVENT That the whole of said dobt is declared to be due, the Mortgagee shall have the right immediately to forcelose

## UNDEFERDINALE COPY 3

UNIT 20-3 IN THE POLO RUN CONDOMINIUM AS DELINEATED ON A PLAT OF SURVEY OF A PART OF POLO RUN UNIT 1, A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM MADE BY PULTE HOME CORPORATION, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 11, 1986 AS DOCUMENT NO. 86-290226; TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY.

THE LIEN OF THIS MORTGAGE ON THE COMMON ELEMENTS SHALL BE AUTOMATICALLY RELEASED AS TO A PERCENTAGE OF THE COMMON ELEMENTS SET FORTH IN AMENDED DECLARATIONS FILED OF RECORD IN ACCORDANCE WITH THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 86-290226 AND THE LIEN OF THIS MORTGAGE SHALL AUTOMATICALLY ATTACH TO ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES ARE HEREBY CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATIONS AS THOUGH CONVEYED HEREBY.

MORTGAGOR (S) ALSO HEREBY GRANTS AND ASSIGNS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, PARKING SPACE NO. 20-3 AS A LIMITED LOMMON ELEMENT AS SET FORTH AND PROVIDED IN THE AFOREMENTIONED DECLARATION OF CONDOMIN'UM.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF THE PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION.

THE MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN THE SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

03-15-200-015

46590076

(the "Lender")

14TH 19 86 THIS CONDOMINIUM RIDER is made this day of 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 Note to ICM MORTGAGE CORPORATION, a Delaware Corporation (the

of the same date and covering the Property described in the Security Instrument and located at:

466 BRIDLE TRAIL, WHEELING, ILLINOIS 60090
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

### POLO RUN

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. Condominium Obligations, Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazare Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanke" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amour s, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender wary is the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installment, for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender promine notice of any lapse in required hazard insurance coverage.

In the event of a distribution of haz are insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrowc, small take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all (r any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condomin. on Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other cast play or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender:
  - (iii) termination of professional management and assumption of sel in anagement of the Owners Association;
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies, If Borrower does not pay condominium dues and assessments when due, "I'm Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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 Borrow er requesting payment.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominion Rider.

JOSEPH T. GULINO	(Seal) -Borrower
Lichar M. Lecture DEBRA M. GULINO	(Seal) Borrower
	(Seal)
	(Seal)

### RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between

Joseph T. Gulino & Debra M. Gulino, his wife

Mortgagor, and ICM MORTGAGE CORPORATION Mortgagee, dated November 14, 1986 revises said Mortgage as follows:

Page 2, the second covenant of the Mortgagor is amended to read:

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the frilowing sums:

- A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) loss all sums already paid therefor divided by the number of months to elarge before one month prior to the date when such ground rents, premiums, caxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgager each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
  - ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums; interest on the note secured hereby; and (1)
  - (II)
  - (III)amortization of principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of de'ault under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4c) for each dollar (\$1) for each payment more than fitteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

# INOFFICIAL COPY

Page 2, the penultimate paragraph is amended to add the following 2.

This opton may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

Dated as of the date of the mortgage referred to herein.

Property of Cook County Clerk's Office