📩 🕛 FMA CASE NUMBER 🛚 13



MORTGAGE

31 ST THIS INDENTURE, Made this JANUARY day of MATTHEW W. PANKOW AND RACHEL A. PANKOW, HIS WIFE

, 19 86 between

, Mortgagor, and

a corporation organized and existing under the laws of the State of Wisconsin

WITNESSETTI: That whereas the Mortgagor is justly indebted to the Mortgagee, us no evidenced by a certain

Dollars (\$ 90565.00

8.500 %) per annum of the unpuld balance until paid, and made payable to the order of the Mortgagee at its office in Roselle. , or at such other place as the holder may designate in writing, and deliver-

ed, the said principal and interest being phyable in monthly installments of SIX HUNDRED NINETY-SIX 696.37) Mar the first day , 19-86 and a like sum on the first day of each and every month thereafter until the note is fully paid, exicol that the final payment of principal and interest, if not sooner paid, shall be due and

*See Adjustable Rate (ider money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT une the Mortgagee, its successors or assigns, the following described Real and the State of

LOT 14 IN BLOCK 21 IN WINSTON PARK NORTH WEST UNIT NUMBER 2 BEING A SUBDIVISION OF SECTION 13. TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS. ACCORDING TO PLAT THIREOF RECORDED IN RECORDERS OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 17536792 AND RE-RECORDED JUNE 30. 1959 AS DOCUMENT 175841 4 IN COOK COUNTY, ILLINOIS.

(Such property having been purchased in whole or in part with the sums secured hereby.)

TAX KEY NO: 02-13-311-014-0000 The attached Riders are incorporated horein and made

a part of this instrument.
TOGETHER with all and singular the tenements, hereditaments and apparenances thereunto belonging, and the rents, issues, and profits thereof, and all apparatus and fixtures of every k.m! 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, like 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, torever, for the purposes and uses berein 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 here-inafter 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 thereot. (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 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, assess ment, or tax Iren 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

(08-9) WOLLZG-COH

terest spereon, shall, ot the election of the Mortgages, without notice, become immediately due and payable. (S THF EVEST of default in making any monthly payment provided for herein and in the note secured here. by for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement betrein aftering the with account in the most betrein aftering the analysis of the most betrein aftering the most betrein a period of the agreement betrein a period of the agreement betrein a figure of a period of the agreement betrein a period of the agreement betrein a period of the agreement between the agreement between the agreement between a period of the agreement between the agreement between a period of the agreem

solds for insurance ander the Sutional Housing Act within by "days from the date hereof (written states for insurance and the Secretary of authorized again to the Secretary of inthotized against of the Secretary of Incomplete of the Secretary of Incomplete of the George of the Conclusive proof of such incligibility), the Secretary insure said note and this mortgage, declaract to insure said note and this mortgage, declaract to insure said note and this mortgage, declaract to insure said note and this political to insure said note and this political terms are accurately immediately due and the Secretary insured in the first of the note of the note of the note of the first option, declare all same accurate hereby immediately due and ter meansuce adder the Satronal Housing Act within moderner and the note secure hereof (written state).

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tases and opecial agreenments, and the two preceding subsections of this pangraph and all payments to be made under the month of the control agreedments, and the aggregate immunications of this pangraph and all payments to be made together and the aggregate in mount, in since be applied by the shortgage to the following trems in the order set forth:

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(IV) amount, attor of the principal of the said note.

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(IV) amount also of the inventor payment of the first mover than motigage may colver the discussion of the principal of the said dollar (\$1) for each payment more than liftern (\$5) days in a first object to a cover the each joint remay is handling delinquing payments.

(Ithe cover the each of the first resolved in handling delinquing proceeding paragraph shall exceed (the total) of the payments.

A some equal to the ground rents, it any, next due, plus the premiums that with next become due and payable on pounds with the one delinquencies or prepayments;

A some equal to the ground rents, it any, next due, plus the premiums that will next become due and other bazard inquence covering the mortgaged property, plus the breight property continues, and other parameters and assembler of montgaged property (all as estimated by the Mortgaged) less all aums already paid therefor divided by the nearly premiums, taxes and assembler of montgaged property (all as estimated by the Mortgaged) less all aums already paid therefor divided by the nearly premiums, taxes and assembler will be one delinquent, and month principles of montgaged in trust to other payable on the content as a second deline and all payable to be made under the mortgaged in the two preceding subsections of this parameter to be made under the mortgaged in the two preceding subsections of this parameter to be made under the

note 15 tully paid, the tottowing sums:

An amount sufficient to provide the hotelet hereof with lunds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in line of a mortgage insurance premium) in the insurance premium of the distoration of bloughty of bloughty and Urban Development, as follows:

(1) If and so long as said onto of vere date and this instrument are insured or are remained under the proximition of the distoration bloughty of them in the finds of the holder with funds to prior to its due date the said mortgage insurance premium, in order to the bolder with funds to pay an amount adjusting and Urban becaused, and applicable Engalations thereunder, or accounted, and applicable Engalations thereunder, or the distoration of even date and thin in order to previous as said note of even date and thin in activating previously. It should be seen that the contraction of the date of the holder with funds to the date the line of even date and thin an amount equal to necessary of a morthly and tribund to the date of the order of a morthly and tribund to one twelfth (1 L3) of one-half (1 L3) per cernium of the average outstanding balance due on the note component, a morthly charge in the order of a morthly and solve the life average outstanding balance due on the note component and the date of a contraction of a morthly of the date of the following the more component, and applicable delinquencies of a morthly charge in the order of a morthly of the date of a morthly of a morthly of the date of a morthly of a morthly charge of a morthly of a morthly of the date of a morthly of a morthly of a morthly of the date of a morthly of a morthly of a morthly of the date of a morthly of a morthly of the date of a morthly of the date of a morthly of the date of the date of a morthly of the date of the date of the morthly of the date of the date of the date of the date of the more

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 Mortgagor, on the first day of each month until the said note is fully paid, the following sums:

their witten notice of an intention to exercise such privilege is given at least thirty (30) days prior to propay. on the principal that are next due on the note, on the first day of any month prior to malurity; provided, however, That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments

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AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagee shall have 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, assues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the profection 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 half be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and you for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such preclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shull he made a party three 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 mortgage, and all such expenses shall become so much additional indestedness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL Pr ANCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in passance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including acorneys', solicitors', and stenographers' fees, outloys for documentary evidence and cost of said abstract and mamination of title; (2) all the moneys advanced by the Mortgage, if any, for the purpose authorized in the mixtgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured, (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale if any shall then be paid to the Emityagor. of sale, it any, shall then be paid to the Yorlgagor.

It Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and daly perform all the covenants and agreement, herein, then this conveyance shall be null and void and Morigagee will, within thirty (30) days after written dimund therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the brack'ts of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

IT IS EXPRESSLY AGREED that no extension of the time 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.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the

				c hereto. Wherever used, caline gender shall include
F ADJUSTABLE RATADDITIONAL TERMS.	COVENANTS AND C	D HERETO AND QUARTIONS OF	MADE A PART THIS MORTO	GE. [[SEAL]]
MATTHEW W. PAN	TKOW TKOW	[SEALT] RACHI	LLL A TO	rbaw (seal)
aforesaid, Do Hereby and RACHEL for person whose name person and acknowledge free and voluntary act of homestead.	ed that they sig	HEW W. PANKO, him to bed to the foregoing med, scaled, and deless therein set forth,	vite, personally kn instrument, appea ivered the said ins including the relea	ise and waiver of the right
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This instrument dr				Notary Public
poc. No.	, Filed for Recon	IN D STONER S d in the Recorder's O	SPENCER Theo of	
	County, Illi	inors, on the	day of	A.D. 19
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ROSELLE, IL 60172

The state of Court County Clark's Office

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For use only with an Adjustable Rate Mortgage, Deed of Trust or Security Deed insured under section 203(b), 203(k) (first lien only) or 234(c) of the National Housing Act, using the Margin method.

ADJUSTABLE RATE RIDER

of JANUARY , 19 86, 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 ("Mortgagor") to secure Mortgagor's Adjustable Rate Note ("Note"), of even date herewith, to SHELTER MORTGAGE CORPORATION ("Mortgagee"), covering the premises described in the Mortgage and located at 221 NORTH LYTLE,

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

- 1. Under the Note, the initial stated interest rate of EIGHT AND 50/100 per centum (8.50%) per annum ("Initial Interest Rate") on the unpaid 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 JULY 01, ..., 1987 (which date wil) 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 available 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 before the Change Date ("Current Index").
- (b) Two 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 percentage point (0.125%). The rounded sum, of the Margin plus the Current Index, will be called the "Calculated Interest Rate" for each Change Date.
- (c) The Calcilated 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").
 - (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 Incerest Rate (subject to the 5% Cap).
 - (iv) If the Calculated Interest Rate 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).

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- (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, than the Initial Interest Rate.
- (e) Mortgagee will perform the functions required under Subparagraphs 3(a), (b) and (c) to determine the amount or the new adjusted rate, if any. Any such new adjusted interest rate will become effective on the Change Date and thereafter will be deemed 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 forth 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 CFR 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.
- If the Index is no longer available, Mortgagee will be required to use any index prescribed by the Department of Housing and Urban Development. Mortgagee will notify Mortgagor in writing of any such substitute index (giving all necessary information for Mortgagor to obtain such index) and after the date of such notice the substitute index will be deemed to be the Index hereunder.
- A. (a) If the Existing Interest Rate changes on any Change Date, Mortgagee 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 unpaid principal balance (which unpaid principal balance will be deemed 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 Rate, 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 amount 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 Rate as adjusted on the Change Date, (iv) the amount of the adjusted monthly 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.

- 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 Mortgagee 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 Mortgagee has given the applicable Adjustment Notice to Mortgagor.
- Notwithstanding anything contained in this Adjustable Rate Rider, in the event that (i) the Existing Interest Rate was reduced on a Change Date, and (ii) Moregagee 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 return from Mortgagee (who for the purposes of this sentence will be deemed to be the mortgagee, or mortgage, 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

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that all or any portion of such Excess Payments, together with all interest thereon calculated as provided above, be applied as payments against principal.

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.

ANTA OF COOK COUNTY CLORES OFFICE BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and coverants contained in this Adjustable Rate Rider.

Rachel A Pankow (Seal) KOW

RETURN GO.

Shelter Mortgage Corporation d/b/a Financial Express Mortgage, 976 E. Nerge Rd., S. 10 Roselle, IL. 60172

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

This rider a	ttached to and made part of the Mortgage between	MATTHEW W.
PANKOW AND RACHEL	. A. PANKOW , HIS WIFE	, Mortgagor, and
Shelter Mortgage		, Mortgagee, dated
JANUARY 31, 1986	revises said Mortgage as follows:	

 Page 2, the first covenant of the Mortgagor, which reads as follows is deleted:

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. Page 2, the first covenant of the Mortgagor is amended by the addition of the following:

"Privilege is reserved to pay the debt, in whole or in part, on any installment due date."

3. 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 following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and rayable on policies of fire and other hazard insurance covering the montgaged property (all as estimated by the Mortgagee) less all sums alroady paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes 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
- (b) 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 thereo 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) ground rents, If any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (II) Interest on the note secured hereby; and (III) amortization of principal of the said note.

Any deficiency in the amount of any such aggregate mo

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 default under this mortgage. The mortgaged may collect a "late charge" not to exceed four courts (4¢) for each dollar (\$1) 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 under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgages 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 Mortgages 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 Hortgagee 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.

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

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

delivered

A. Clark's Office IN WITNESS WHEREOF, Mortgagor has set his hand and seal the day and year first aforesaid.

(SEAL)

(SEAL)

Signed, sealed and delivered

in the presence of

RETURN TO FINANCIAL EXPRESS 975 E. NERGE RD \$10

ROSELLE, IL 60172