### State of Illinois

FILA Case Ho.:

131: 4261248- 203/251

This Indenture, Made this 27TH day of FEBRUARY , 1986 , between
AICHAEL T JOHNSON, A BACHELOR Mortgagor, and
a corporation organized and existing under the laws of THE STATE OF FLORIDA————————————————————————————————————
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 FIFTY SIX THOUSAND FOUR HUNDRED SIXTY SEVEN AND NO/100THS
payable with interest at the rate of 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 SOMERSET, NEW JERSEY
or at such other place as the power may designate in writing, and delivered; the said principal and interest being payable in monthly installments of FOUR HUNDRID THIRTY FOUR AND 18/100THS
MARCH
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 areas 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:

PARCEL 1:

UNIT NUMBER 2 AREA NUMBER 13, LOT 5 IN SHEFFIELD TOWN UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 12, 1970 AS DOCUMENT NUMBER 21182109 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURIENANT TO AND FOR THE BENEFIT OF PARCEL 1, FOR INCRESS AND EGRESS AS SET FORTH IN THE DECLARATION RECORDED AS DOCUMENT 21298600 IN COOK COUNTY, IZLINOIS.

07~17~103~081 PERMANENT TAX NUMBER: COMMONLY KNOWN AS: 1828 FLINTSHIRE DRIVE-----SCHAUMBURG, ILLINOIS 60154

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the cents, 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 sald Mortgagor in and to sald premises.

To have und 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 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 sumsufficient 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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

N609391

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\*\*SEE ADJUSTABLE RATE RIDER ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL TERMS.

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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 mult 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 parchaser 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

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.

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 of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, 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 henefit 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 Mortgager 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 solicitor'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 mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And there shall be included 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 roarract and examination of title; (2) all the moneys
advanced by the hort, agee, if any, for the purpose authorized in
the mortgage with interest on such advances at the rate set forth
in the note secured her.0), 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 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 thiny (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits 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 respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

of this paragraph and all payments to be made under the note (c) All payments mentioned in the two preceding subsections

special assessments; and Mortgagee in trust to pay said ground rents, premiums, taxes and and assessments will become delinquent, such sums to be held by month prior to the date when such ground rents, premiums, taxes therefor divided by the number of months to clapse before one orty (all as estimated by the Mortgagee) less all sums already paid erty, plus taxes and assessments next due on the mortgaged propof fire and other hazard insurance covering the morigaged propthe premiums that will next become due and payable on policies (b) A sum equal to the ground rents, If any, next due, plus

delinquencies or prepayments; balance due on the note computed without taking into account [1/12] of one-half (1/2) per centum of the average outstanding premium) which shall be in an amount equal to one-twelfth ment, a monthly charge (in lieu of a mortgage insurance ment are held by the Secretary of Housing and Urban Develop--uniani sidi bna stab neve to ston bias sa gnol os bna 11 (11)

Act, as amended, and applicable Regulations thereunder; or ing and Urban Development pursuant to the Mailonal Housing holder with funds to pay such premium to the Secretary of Housnuel mortgage insurance premium, in order to provide such hands of the holder one (1) month prior to its due date the antional Housing Act, an amount suffleient to accumulate in the ment are insured or are reinsured under the provisions of the Na. (I) If and so long as said note of even date and this instru-

by the Secretary of Housing and Urban Development, as follows: charge (in lieu of a mortgage insurance premium) if they are held ment and the note secured hereby are insured, or a monthly funds to pay the next mortgage insurance premium it this instru-

(a) An amount sufficient to provide the holder hereof with

tollowing sums: Stat day of each month until the said note is fully paid, the

secured hereby, the Mortgagor will pay to the Mortgage on the of principal and interest payable under the terms of the rote That, together with, and in addition to, the monthly payments

on any installment due date.

That privilege is reserved to pay the debeit whole, or in part,

(offows:

And the said Mortgagor furthe Jovenants and agrees as

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

sion for payment of which has not been made hereinbefore.

the bits of time by the Mortgages against loss by the and

pay prompily, when due, any premiums on such insurance provi-

for such periods as may be required by the Mortgagee and will other hazards, casualities and contingencies in such amounts and

erected on the mortgaged property, inauted as may be required

become due for the use of the premises hereingbove described.

the tents, baues, and profits now due or which may hereafter

Deen made under subsection (a) of the preceding paragraph.

under subsection (b) of the proceding pairs apply as a credit

acquired, the balance then remaining in the funds accumulated

ovari limit histoperly adjust any payments which simil have

aforesaid the Mortgagor does hereby assign to the Mortgagee all

And as additional security for the payment of the indebtedness

against the amount of principal then remaining unpaid under said

ment of such proceedings or at the time the property is otherwise

default, the Mortgagee shall apply, of the tonnmence-

hereby, or it the Mortgages acquires the property otherwise after

of this mortgage resulting in a public sale of the premises covered

paragraph. If there shall be a celault under any of the provisions

cumulated under the provisions of subsection (b) of the preceding

become obligated it pay to the Secretary of Housing and Urban

tion (a) of the preceding paragraph which the Mortgages has not

the Mortga tot all payments made under the provisions of subsec-

puting the amount of such indebtedness, credit to the account of debtednormpresented thereby, the Mortgagee shall, in com-

shall tender to the Mortgagee, in accordance with the provisions

issurance premiums shall be due. If at any time the Mortgagor

ate when payment of such ground rents, taxes, assessments, or

premiums, as the case may be, when the same shall become due

subsection (b) of the preceding paragraph shall not be sufficient

of the Mortgagor, shall be credited on subsequent payments to be

the case may be, such excess, if the loan is current, at the option ground rents, taxes, and assessments, or insurance premiunis, as

101 segagation of the barmania actually made by the Mortgagee for

subsection (b) of the preceding paragraph shall exceed the if the total of the payments made by the Mortgagor under

however, the monthly payments made by the Mortgagor under made by the Mottgagor, or refunded to the Mottgagor, If,

to pay ground rents, taxes, and assessments; or insurance

amount necessary to make up the deficiency, on or before the and payable, then the Morigagor shall pay to the Morigagee any

Development, and any balance remaining in the funds ac-

of the nure secured hereby, full payment of the entire in-

That he will keep the improvements now existing or hereafter

- (V) late charges.
- (VI) amortization of the principal of the said note; and
  - (111) interest on the note secured hereby;

other hazard insurance premiums; (II) ground rents, if any, taxes, special assessments, fire, and

:pq charge (in lieu of mortgage insurance premium), as the case may Secretary of Housing and Urban Development, or monthly

(i) premium charges under the contract of insurance with the

the order set forth: payment to be apiled by the Mortgages to the following items in thereof shall be paid by the Mortgagor each month in a single secured hereby shall be added together and the aggregate amount

premittee of any part theree ( to initially the same. ment, or lien so confected and the sale or forfeiture of the said which shall operate to sevent the collection of the tax, assesslegal proceedings orought in a court of competent jurisdiction, faith, contest the save or the validity thereof by appropriate ments situated thereon, so long as the Mortgagor shall, in good premises described herein or any part thereof or the improveor remove any tax, assessment, or tax lien upon or against the shall not be required nor shall it have the right to pay, discharge, mortgage to the contrary notwithstanding), that the Mortgagee It is expressly provided, however (all other provisions of this

proceeds of the sale of the mortgaged premises, if not otherwise

tional indebtedness, secured by this mortgage, to be paid out of

such repairs to the property herein mortgaged as in its discretion assessments, and insurance premiums, when due, and may make

said premises in good repair, the Mortgagee may pay such taxes,

such payments, or to satisfy any prior iten or incumbrance other

In case of the refusal or neglect of the Mortgagor to make

than that for taxes or assessments on said premises, or to keep

any moneys so paid or expended shall become so much addiit may deem necessary for the proper preservation thereof, and

paid by the Mortgagor,

747613-2 JOHNSON

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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

TH	IS ADJUSTABLE RATE RIDER is made this 27TH day of FEBRUARY,
19	and is incorporated into and shall be deemed to amend and supplement
thi	is Mor orce, Deed of Trust or Security Deed ("Mortgage"), of even date herewith,
giv	ven by the undersigned ("Mortgagor") to secure Mortgagor's Adjustable Rate Note
(")	Note"), of ever date herewith, to CITYFED MORIGAGE COMPANY
***	("Mortgagee"), covering the premises
	cribed in the Mortgage and located at 1828 FLINTSHIRE DRIVE
	SCHAUMBURG, ILLINOIS 60194
	0/
Not	withstanding anything to the contrary set forth in the Mortgage, Mortgagor and
Mor	tgagee hereby agree to the following:
	46
l.	Under the Note, the initial stated interest rate of EIGHT AND ONE HALF
	per centum (8.500-%) per annum ("Initial Interest Rate") on the
	unpaid principal balance is subject to change at 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 install
	ment 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 te
	of the Note.
	<u>i</u>

- 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 bust 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").
  - 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 (.125%). The rounded sum, of the Margin plus the Current 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 Gate (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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- (1)) If the Calculated Interest Rate receeds 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 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).
- (d) Notifichstanding 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 of 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.
- (g) 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 lades becomder.

- 4. (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 Dite 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 late 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 inich may be required by law from time to time.
  - (b) Mortgagor agrees to pay the adjusted monthly installment amount beginning on the first payment date which occurs at reast 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 Mortgagoe 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 occuring loss than thirty (30) days before Mortgagee has given the applicable

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Adjustment Notice to Mortgagor.

- Nothwithstanding anything contained in this Adjustable Rate Rider, 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 return from Mortgagee (who for the purposes of this sentence will be deemed to be the nortgagee, or mortgagees, 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 convenants contained in this Adjustable Rate Rider.

Mortgagor MICHAEL T JOHNSON	(Seal)
Mortgagor	(Seal)

County Clark's Office

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