JNOFFICIAL C MORTGAG

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

THIS INDENTURE Made this 14TH day of PAUL J. FECKO JR., divorced and not since remarried

AUGUST

between

87460942 Mortgagor,

and ICM MORTGAGE CORPORATION

The State of Delaware 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

NINETY THOUSAND TWO HUNDRED AND 00/100-

Dollars 80, 200.00

payable with interest at the rath DNE AND 000/1000

🖰 🖟 per centum (🚈 🧭 9.000

%)

per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 6251 South Ulatar Street, Suite #100, Englewood, Colorado 80111

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 ...

SEVEN HUNDRED TWENTY FIVE AND 78/100-

Dollars (\$ 725.78

8719 and a like sum on the first day of each and every month OCTOBER ... on the first day of thereafter until the note is rull', paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable

on the first day of SEPTEMBER, 2017.

NOW, THEREFORE, the said Mongagor, 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, and following described Real Estate situate, lying, and being in the county of and the State of Illinois, to wit:

LOT-243 IN TIFFANY PLACE UNITED, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, WAGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NUMBER 87-309391, IN COOK COUNTY, ILLINOIS.

06-14-301-005+004

T#4444 TRAN 1634 08/20/67 10:04:00 17165 # D *-07-450942 COOK COUNTY RECORDER

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto in 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 or said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

JUNIL (

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 expressly release

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

*See Adjustable Rate Rider.

Replaces FHA-2116M, which may be used until supply is exhausted

STATE OF ILLINOIS

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्राजन **इसका** के राष्ट्री उन्हें जिल्ला के कार कर है। सन्दर्भ की प्रकार की पूर्व जिल्ला कर है के उन्हें के

C. POCOCO MONOCO POCOCO MANOCO POCOCO POCOCO

AND the said Mortgager furt let evenants and agrecias fo loss.

That privilège is reserved to pay the devenant whole, or in an amount equal to orie or mortifly 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 privilège is given at least thirty (30) days prior to prepayment.

That deserther with, and in addition to the mortifly payments of principal and interest pyable under the terms of the note secured.

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 Mortgagor, of 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

- 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 obtain 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 first 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 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
- (c) All payments ment oned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be and diagether and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the contagged to the following items in the order set forth:
 - (1) premium charges inder the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of rio-tgage insurance premium), as the case may be;
 - (II) ground rents, if any vices, special assessments, fire, and other hazard insurance premiums;
 - (III interest on the note secured hereby; and
 - (IV) amortization of the principal of the said note.

Any deficiency in the amount of any such appregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute in event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4c) for each dollar (51) 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 and ir subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rent, 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 redited 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 (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and a sessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to in Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, asses mer s, 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 Mortgage shall, in computing the arrow it of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the precoung paragraph which the Mortgage has not become obligated to pay to the Secretary of Housing and Urban Development, and any balar se re nathing 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 acquire, the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time and property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph 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 Mortgag of 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 remises 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 insuration 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 Mortgager to the Mortgager and shall be paid forthwith to the Mortgager 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.

HASEE ADJUSTABLE RATE RIDER ATTACHED HERETO 56109 S500 W. Higgins Road ICM MORTGAGE CORPORAT RETURN TO: HUD-92116M (5-80) Prepared by: CAROLYN KATTA Page o_scjack 4.D. 19 tay of County, Illinois Motery Public State of Illinisted for Record in the Recorder's Office of M. Laura Mormood Notary Public **OLLICIVE SEVE** ······ 781 .a .A TRUBUA GIVEN Under my hand and Notarial Seal this HITTL free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. signed, scaled, and delivered the said ins'r ment asHIS day in person and acknowledged that subscribed to the foregoing instrument, apported to the this to be the same person whose name personally known to me PAUL J. FECKO JR., divorced and not since remarried the Understgned aforesaid, Do Hereby Certify That a notary public, in and for the county and State Durbay . COUNTY OF STATE OF ILLINOIS (ZEVE) (SEVE) PAUL J. PEČKO JR. (SEAL) (SEVF)

ICM FORM #20-12 (6-86)

TERMS, COVENANTS AND CONDITIONS OF THIS

WITNESS the hand and seal of the Mortgagor, the day and year first written. the plural the singular, and the masculine gender shall include the feminine. executors, administrators, successors, and assigns of the parter hereto. Wherever used, the singular number shall include the plural, THE COVENANTS HEREIN CONTAINED shall of A and the benefits and advantages shall inute, to the respective heirs, successor in interest of the Mortgagor shall operat to release, in any manner, the original liability of the Mortgagor. 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 demand therefor by Mortgagor, execute a reletse or satisfaction of this mortgage, and Mortgagor, hereby waives the benefits of all covenants and agreements herein, then this conveyance shall be null and void and Mongagee will, within thirty (30) days after written If Mortgagor shall pay said note at 1321 me and in the manner aforesaid and shall abide by, comply with, and duly perform all the

secured; (4) all the said principal rungy remaining unpaid. The overplus of the proceeds of said, if any, shall then be paid to the note secured hereby, from the ume ruch advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby advanced by the Mortgagee, if (my, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the and stenographers' fees, or tlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys

pursuance of any sur. Lee, 'e: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys, solicitors, AND THERE STALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in indebtedness secured hereby and be allowed in any decree forcelosing this mortgage, further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additionl lees and chagge, of 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 Mortgages 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, insurance 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's 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 before or after safe, and withour 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 debt is declared to be due, the Mortgagee shall have the right immediately to foreclose

(the "Lender")

PLANED FAIT GEVELOPMENT RIVER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 14TH day of AUGUST, 1987, 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

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

121 E. SHAG BARK LANE, STREAMWOOD, ILLINOIS 60107

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in the SECURITY INSTRUMENT to which this RIDER is attached

(the "Declaration"). The Property is a part of a planned unit development known as

TIFFANY PLACE UNIT 1
[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVA, ANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covariant and agree as follows:

- A. PUD Collections. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower snall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard it surence 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 prompt notice of an / lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance placeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, and proceeds payable to Borrower are hereby assigned and shall be paid to Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such a diens 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 damage, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the property or the common areas and facilities of the PUD, 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 Linder and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or carmination required by law in the case of substantial destruction by fire or other casualty 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 self-management of the Canners Association;
- or

 (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 PUD dues and assessments when due, then 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 Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

PAUL J. FECKO JR.

(Seal Borrowe

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MORTGAGE RIDER

This Rider, dated the	14th day of August	, 19 <u>87</u> amends
the Mortgage of even date by a	ind between . Paul J. Fecko Jr.,	a divorced person
not since remarried	, the Mortgagor, and ICM Mortg	age Corporation, the
Mortgagee, as follows:		

- 1. 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 to read:
 - "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 come:
 - (a) A sum equal to the ground rerts, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgagel 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 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 thereof shall be paid by the Mortgagor each month in a single payment to be applied by c'. Mortgagee to the following items in the order set forth:
 - (I) 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 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 Mortgagee may collect a "late charge" not to exceed four cents (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 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 indebtness represented

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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.

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 failure to remit the corfgage insurance premium to the Department of Housing and Urban Development

IN WITNESS WHEREOF, Mortgagor's hand and seal have been set on the day and year first aforesaid.

Paul I Fools In

(Seal)

Signed, sealed and delivered

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FHA MIP/Prepayment Rider (Illinois)

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ADJUSTABLE RATE RIDER

____day of AUGUST

THIS ADJUSTABLE RATE RIDER is made this 14TH

Sec	urity	ncorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed ("Mortgage"), of even date herewith, given by the undersigned ("Mortgagor") to secure gor's Adjustable Rate Note ("Note"), of even date herewith, to CM MORTGAGE CORPORATION gagee"), covering the premises described in the Mortgage and located at:				
		121 E. SHAG BARK LANE STREAMWOOD. ILLINOIS 60107 (Property Address)				
her		twithstanding anything to the contrary set forth in the Mortgage, Mortgagor and Mortgagee igree to the following:				
1.	ant des also to i	der the Note, the initial stated interest rate of 9.000 per centum (9.000 %) per num ("initial Interest Rate") on the unpaid principal balance is subject to change, as hereinafter cribed. When the interest rate changes, the equal monthly installments of principal and interest of will be activated, as hereinafter provided, so that each installment will be in an amount necessary fully amo the unpaid principal balance of the Note, at the new adjusted interest rate, over the naining terry of the Note.				
2.	The first adjustment to the interest rate (if any adjustment is required) will be effective on the first day of JANUARY. 189 (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 employeekly average yield on United States freasury Securities adjusted to a constant maturity of ("Index"; the Index is published in the Federal Reserve Bulletin and made available by the States Treasury Department in Statistics. Kelease H.15 (519)). As of each Change Date, determined whether or not an interest rate adjustment must be made and the amount of adjusted interest rate; if any, as follows:					
	(a)	The amount of the Index will be determined, us ng the most recently available figure, thirty (30) days before the Change Date ("Current Index").				
	(b)	2.0 percentage points (2.0 %; the "NP.gin") 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 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 ollows:				
		(i) If the Calculated Interest Rate is the same as the Existing Interest Kate interest rate will not change.				
		(ii) If the difference between the Calculated Interest Rate and the Existing Interest Rate is less				

(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).

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 co. of the Mortgage of five percentage points, in either direction, from the Initial Interest Rate, herein called 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) 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.

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Rate Rider.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants in this adjustable

payments of principal and interest, as provided for herein.

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 Nothing contained in the Adjustable Rate Rider will permit Mortgagee to accomplish an interest rate

principal. Mortgagor to repayment, or (2) request that all or any portion of such Process Payments, together with all interest thereon calculated as provided above, be applied as pryments against Existing Interest Rate was so reduced, from the date each such Excess Pay nent was made by any such mortgagee subsequently assigned the Mortgage) of all or an nortion of such Excess Payments, with interest thereon at a rate equal to the Index on the Change Date when the deemed to be the mortgagee, or mortgagees, who received such Excess payments, whether or not

either (1) demand the return from Mortgagee (who for the purposes of this sentence will be Adjustment Notice ("Excess Payments"), then Mortgagor, at , tortgagor's sole option, may Existing Interest Rate was reduced on a Change Dete and (ii) Mortgagee failed to give the Adjustment Motice when required, and (iii) Mortgagor, someonity, has made any monthly installment payments in excess of the amount which would have been set forth in such

Notwithstanding anything contained in this Adjustable Rate Rider, in the event that (i) the occurring less than thirty (30) days after Mortgass has given applicable Adjustment Motice to (caused by the recalculation of such amount under Subparagraph 4(a) for any payment date Mortgagee will have forfeited its right to or fleet, any increase in the monthly installment amount Adjustment Notice to Mortgagor. Not Athstanding anything to the contrary contained in this Adjustable Rate Rider or the Mortgage, Mortgagor will be relieved of any obligation to pay, and Toampagie at least thirty (30) days after the Mortgagee has given a further Izril all lilnu logagiro Mot sagagoto Mot yd navig soirch, tramsujb A izri adi ni dirot ias Notice to Mortgagor. Mortgago will continue to pay the adjusted monthly installment amount

payment date which occurs as reast thirty (30) days after the Mortgagge has given the Adjustment Mortgagor agrees to 7.4y the adjusted monthly installment amount beginning on the first

which may be required by law from time to time. Interest Rate at adjusted on the Change Date, (iv) the amount of the adjusted monthly installment pay notite, (vi) the Current Index, (vi) the monthly installment payments, and (vii) any other information calculating the adjusted monthly installment payments, and (vii) any other information set forth (i) the date the Adjustment Notice is given, (ii) the Change Date, (iii) the new Existing payments of principal and interest, calculated as provided above. Each Adjustment Notice will change in the Existing Interest Rate and of the revised amount of the monthly installment the Charge Date, Mortgagee will give Mortgagor written notice ("Adjustment Notice") of any taler into account), at the new Existing Interest Rate, in equal monthly payments. On or before be a no default in any payment on the Note but that all prepayments on the Note have been 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 monthly installment payments of principal and interest to determine the amount which would be If the Existing Interest Rate changes on any Change Date, Mortgagee will recalculate the

hereunder. index) and after the date of such notice the substitute index will be deemed to be the Index of any such substitute index (giving all necessary information for Mortgagor to obtain such Department of Housing and Urban Development. Mortgagee will notify Mortgagor in writing

If the Index is no longer available, Mortgagee will be required to use any index prescribed by the

Interest Rate in subsequent years. excess of one percentage point must be carried over for inclusion in adjustments to the Existing 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) which require that changes in the Index in The method set forth in this Paragraph 3 of this Adjustable Rate Rider, for determining whether

the interest rate is adjusted. Rate: The new Existing Interest Rate will remain in effect until the next Change Date on which the the interest rate is adjusted. determine the amount of the new adjusted rate, if any. Any such new adjusted interest rate will cobecome effective on the Change Date and thereafter will be deemed to be the Existing interest Mortgagee will perform the functions required under Subparagraphs 3(a), (b) and (c) to

FHA DUE-ON-TRANSFER RIDER

This Rider, dated the 14TH	day AUGUST	, 1987 , amend
the Mortgage, Deed of Trust, or Security Deed, (the "Borrower"), and ICM MORTGAGE COR		nd between the undersigned
In addition to the covenants and agreements and agree to the following:	made in the Security Instrument, Borrower	and Lender further covenan
or his designee, declare all sums secured and payable if all or a part of the propert operation of 'aw' by the Mortga than 24 months after the execution of the after the date of a prior transfer of the p	y is sold or otherwise transferred (other than b gor pursuant to a contract of sal is Mortgage or not le	be immediately due by devise, descent or e executed not later ater than 24 months
IN WITNESS WHEREOF, the Earrower h	as set his hand and seal on the day and year	first aforesaid.
	as set his hand and seal on the day and year	
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	Paul Ju	Cho ~ (Seal)
Signed, sealed and delivered	PAUL J. FECKO JR.	C)
in the presence of		(Seal)
M. Laura A Hwood		(Seal)
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Stopperty of Cook County Clerk's Office