State of Illinois

Mortgage

820218-7 31:5199760-703<u>-</u>

JRLST SEPTEMBER . (9.87 day of This Indenture, made this DONALD L. CHRISTENSEN AND DONNA J. CHRISTENSEN, HIS WIFE

Mortgagor, and

CENTRUST MORTGAGE CORPORATION, A CALIFORNIA CORPORATION a corporation organized and existing under the laws of THE STATE OF CALIFORNIA

, Morigagee.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even SIXTY FIVE THOUSAND SEVEN HUNDRED FIFTY SEVEN date herewith, in the principal sum of

65,757.00 AND NO/100 Dollars (\$

payable with interest at the rate of EIGHT AND ONE HALF

るう00 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

350 SW 12TA AVENUE, DEERFIELD BEACH, FLORIDA at such other place as the looker may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

FIVE HUNDRED FIVE AND 61/100 Dollars (\$ OCTOBER . 1987 , and a like sum on the first day of each and every month thereafter until the note on the first day of is fully paid, except that the final payment of principal and interest, if not sconer paid, shall be due and payable on the first day , 20 17 *(*. SEPTEMBER

Now, Therefore, the said Mortgagor, for the bester securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, do's by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and temp in the county of and the State of Illinois, to wit:

UNIT 2, AREA 41, LOT 8 IN BARRINGTON SQUARE UNIT NUMBER PARCEL 1: 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1970 AS DOCUMENT NUMBER 21323707, IN COOK COUNTY, ILLINOIS. EASEMENTS FOR INGRESS AND EGRESS AS FOR THE BENEFIT OF PARCEL 2: PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 21178177, AS AMENDED, IN COOK COUNTY, ILLINOIS. 750/1/c

07-07-203-054 A

COMMONLY KNOWN AS: 2138 WEST GREYSTONE PLACE HOFFMAN ESTATES, ILLINOIS 60195

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

This form is used in connection with mortgages insured under the one- to four family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

Previous edition may be used until supplies are exhausted

-4A(IL)

HUD-92116-M.1 (9-88 Edition) 24 CFR 203.17(a)

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Double L. Christensen Jean!

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ADDITIONAL TERMS, COVENANTS AND CONDITIONS OF THIS MCATCAGE *SEE ADJUSTABLE RATE RIDER ATTACHED HERETO AND MADE A PART HEREOF FOR m., and duly recorded in Book O'Clock **Ոս չա**ն County, Himois, on the 41 'C'Y . Filed for Record in the Recorder's Office of ,0M ,20G SHORD LIBRIC T801.0.A Cilven under my hand and Notatial Seal this free and voluntary act for the uses and purposs therein set forth, including the release and waiver of the right of homestead. signed, scaled, and delivered the said instrument as person and acknowledged that subscribed to the foregoing instrument, appeared before me this day in B sinsn skodw nozacj , his wife, personally known to me to be the same. DONNA J. CHKISTSUSEN aforesaid, Do Hereby Certif. That DONALD L. CHRISTENSEN JR. 600 , a notary public, in and for the county and State alonill to state

SCHAUMBURG, IL 60173 PREPARED BY:

RECORD AND RETURN TO:

CENTRUST MORTGAGE CORPORATION,

1251 NORTH PLUM GROVE ROAD

SCHAUMBURG, ILLINOIS 60173

ATTN: KAREN BUCK

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HUD-92116M-1

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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 to said Mortgagor does hereby expressly release and waive.

And Said Mortgagor covenants and agrees:

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

In case of the refusal or neglect of the Morgagor 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 stich talies, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its decretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional in debtedness, 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 improvement 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.

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And the said Mortgagor further covenants and agrees as follows:

That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

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 payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month 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 preceding subsection 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 the 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;
- (III) amortization of the principal of the said note; and
- (iv) late charges.

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 remiss 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 caure indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mor ager 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 Mortgagne 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.

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

That He Will Keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay prompt ly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof

plural the singular, and the masculine gender shall include the Wherever used, the singular number shall include the plural, the administrators, successors, and assigns of the parties hereto. and advantages shall inure, to the respective heirs, executors. The Covenants Herein Contained shall bind, and the benefits

any manner, the original liability of the Mortgagor. successor in interest of the Mortgagor shall operate to release, in ment of the debt hereby secured given by the Mortgages to any It is Expressly Agreed that no extension of the time for pay-

Mortgagee.

earlier execution or delivery of such release or satisfaction by waives the benefits of all statutes or laws which require the release or satisfaction of this mortgage, and Mortgagor hereby (30) days after written demand therefor to Mortgagor, execute a veyance shall be null and void and 'not gagee will, within thirty form all the covenants and agreements herein, then this conmanner aforesaid and shall chide by, comply with, and duly per-If the Mortgagor shall tast include at the time and in the

of the sale, if any local her be paid to the Mortgagor. principal money remaining unpaid. The overplus of the proceeds unpeid on the ind biedness hereby secured; and (4) all the said such advances are made; (3) all the accrued interest remaining at the rate set forth in the note secured hereby, from the time pose colinorized in the mortgage with interest on such advances all the moneys advanced by the Mortgagee, if any, for the pur-(S) talits to notianimass bia abstract and examination of title; (2) solicitors), and stenographers' fees, outlays for documentary suits, advertising, sale, and conveyance, including attorneys, pursuance of any such decree: (1) All the costs of such suit or mortgage and be paid out of the proceeds of any sale made in And There Shall be Included in any decree foreclosing this

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

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

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

notice, become immediately due and payable, terest thereon, shall, at the election of the Mortgagee, without of said principal sum remaining unpaid together with accrued inany other covenant or agreement herein stipulated, then the whole thirty (30) days after the due date thereof, or in case of a breach of to be not herein and in the note secured hereby for a period of In the Event of default in making any monthly payment pro-

Urban Development,

mortgage insurance premium to the Department of Housing and the Housing Act is due to the Mortgages's failure to remit the Housing Act is due to the Mortgagee's failure to remit the Ma-Mortgagee when the incligibility for insurance under the National withstanding the foregoing, this option may not be exercised by the declare all sums secured hereby immediately due and payable. Mor 15), the Mortgagee or the holder of the note may, at its cotion, and this mortgage being deemed conclusive proof of such achgibilitime from the date of this mortgage, declining to instite said note anpacdneut to the agent of the Secretary of Housing and Urban Evylopment dated Department of Housing and Urban Development or authorized and do date hereof (written statement of the officer of the National Housing Act, within the note secured hereby not be engible for insurance under the The Mortgagor Further At rees that should this mortgage and

secured hereby, whether due or not the Mortgagee to be applied by it on account of the indebtedness of diswinted bisq od lishs bus sogugited at the regagner of the Mortgagner of the Mo and the Note secured hereby remaining unpaid, are hereby assigned the extent of the full amount of indebtedness upon this Mortgage, damages, proceeds, and the consideration for such acquisition, to any power of eminent domain, or acquired for a public use, the That if the premises, or any part thereof, be condemned under

policies then in force shall pass to the purchaser or grantee. right, title and interest of the Mortgagor in and to any insurance property in extinguishment of the indebtedness secured hereby, all closure of this mortgage or other transfer of title to the mortgaged restoration or repair of the property damaged. In event of foreeither to the reduction of the indebtedness hereby secured or to the or any part thereof, may be applied by the Mortgagee at its option Mortgagor and the Mortgagee Jointly, and the insurance proceeds, ment for such loss directly to the Mortgage instead of to the company concerned is hereby authorized and directed to make pay. of loss if not made promptly by Mortgagor, and each insurance

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FHA Case No.: 131:5199760-703

HUD DUE ON SALE/ASSUMPTION RIDER

THIS RIDER is made this <u>IST</u> day of <u>SEPTEMBER</u> , 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 "Mortgagor") to secure Mortgagor's Note to:
CENTRUST MORTGAGE CORPORATION,
A CALIFORNIA CORPORATION
(the "Mortgage") of the same date and covering the property described in the Security Instrument and located at:
2138 WEST GREYSTONE PLACE
HOFFMAN ENTATES, ILLINOIS 60195
(Property Address)
In addition to the covenants and agreements made in the Security Instrument, Mortgagor and Mortgagee further covenant and agree as follows:
The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, acciare all sums secured by this mortgage to be immediately due and psyable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner. BY SIGNING BELOW, Mortgagor accepts and agrees to the term, and provisions contained in this Rider, the day and year first written.
DONALD L. CHRISTENSEN IR (MANAGERSEAL)
DONNA J. CHRISTENSEN
(SEAL)
(SEAL)

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UNOFFICIAL COP of use only with an Adjustable Met Mutgage, Danie of Trust or Security Dead Insured under

Ate Mortgage, Deni of Trust of Security Deed Insured under section 203th), 203th; (first lien only) or 234th; of the National Housing Act, using the Margin method.

ADJUSTABLE RATE RIDER 820218-7

	THIS ADJUSTABLE	RATE RIDE	R is made this		1ST		day
of	SEPTEMBER	,19 87	, and is incorp	orated into and sh	all be deemed	to amend and sup	plement
the l	Mortgage, Deed of Trust	or Security De	ed ("Mortgage"), of even date her	ewith, given b	y the undersigned	("Mort-
	or") to secure Mortgago						
CE	INTRUST MORTGAGI	E CORPORA	TION, A C	NLIFORNIA C	ORPORATIO	NC	
("M	ortgagee"), covering the	premises des	cribed in the M	ortgage and locat	ed at		
21	38 WEST GREYST	ONE PLACE	HOFFMAN	ESTATES, I	LLINOIS	60195	

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

- 1. Under the Note the initial stated interest rate of 8.500 per centum (8.500 %) per annum ("Initial Interest Rate") on the unpaid principal balance is subject to change, as hereinafter described. When the interest referenages, 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 Inte est rate (if any adjustment is required) will be effective on the first day of JANUARY, 1989, (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 bised 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 mos recently available figure, thirty (30) days before the Change Date ("Current Index").
 - (b) TWO percentage points (2.000 %; the "Margie") will be added to the Current Index and the sum of this addition will be rounded to the nearest one-cight) 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 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 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).

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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 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 (c) (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 Hoysing 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.
- 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 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 argoint 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, and 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.
 - (b) Mortgagor agrees to pay the adjusted monthly installment amount beginning on the first payment date which occurs at least thirty (30) days after Mortgagee has given the Adjustment holice 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 romained in this Adjustable Rate Rider or the Mortgage, Mortgagor will be relieved of any obligation to pay, and Mortgagee will have forfeited its right to collect, any increase in the monthly installment amount (caused by the recalculation of such amount under Subparagraph 4(a)) for any payment date occurring less than thirty (30) days after Mortgagee has given the applicable Adjustment Notice to Mortgagor.
 - (c) Notwithstanding anything contained in this Adjustable Rate 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 (I) demand the return from Mortgagee (who for the purposes of this sentence will be deemed to be the mortgagee 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.

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est, as provided for herein. may only be reflected through adjustment to Mortgagor's monthly installment paym ents of principal and inter-

ment through an increase (or decrease) to the unpaid principal balance. Changes to the Existing Interest Rate Nothing contained in this Adjustable Rate Rider will permit Mortgagee to accomplish an interest rate adjust-

BY SIGNING HELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Adjustable

Rate Rider.

T#1111 TRHN 0532 09/04/87 13:36:00

COOK COUNTY RECORDER

#8070 # A # - B 7 - 489784

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\$18 25

Property of Cook County Clark's Office Mortgagor (Seal)

Mortgagor

141111 1HH 0835 00/00/81 13:39:00

DEST-9: RECORDING

(Seal)