

State of Illinois
FMIL
00053136

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Mortgage

FHA Case No.

3 7 5 / 3 4 131 : 5179250 731

This Indenture, Made this 23RD day of OCTOBER , 19 87 , between JAMES M. KRUEGER , DIVORCED AND NOT SINCE REMARRIED .

87578478

, Mortgagor, and

COMMONWEALTH MORTGAGE COMPANY OF AMERICA, L.P.
CORPORATION organized and existing under the laws of DELAWARE
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 SEVENTY SEVEN THOUSAND FIVE HUNDRED AND 00/100

(\$ *****77,500.00) Dollars

payable with interest at the rate of NINE AND ONE-HALF per centum (9 1/2 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in HOUSTON, TEXAS 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 SIX HUNDRED FIFTY ONE AND 66/100 Dollars (\$ *****651.66) on the first day of DECEMBER , 19 87 , and a like sum of the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of * NOVEMBER , 20 17

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

SEE LEGAL DESCRIPTION ATTACHED -

PROPERTY ADDRESS: 1152 FOXGLOVE LANE, PALATINE, ILLINOIS 60074
TAX I.D.# 02-01-102-050-1382

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.

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 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 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.

* SEE ADJUSTABLE RATE RIDER.

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.

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ROLLING MEADOWS, ILLINOIS 60008

5005 NEWPORT DRIVE #400

COMMONWEALTH MORTGAGE CO OF AMERICA, L.P.

RETURN TO:

PREPARED BY: MARILYN NUS

a/clock m., and duly recorded in Book of page

A.D. 19 day of month, Illinois, on the

My Commission Expires 2/1/96 to Record in the Recorder's Office of

Notary Public, State of Illinois

LINDA A. MANELLI

"OFFICIAL SEAL"

Doc. No.

a/clock

Given under my hand and Notarial Seal this

A.D. 1987

day signed, sealed, and delivered the said instrument to HIS
person whose name IS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged
that HE free and voluntary act for the uses and purposes herein
set forth, including the release and waiver of the right of homestead.

personally known to me to be the same
, a notary public, in and for the County and State aforesaid, Do hereby Certify That

JAMES M. KRUEGER , DIVORCED AND NOT SINCE REMARRIED .

1. THE UNDERSIGNED
, a notary public, in and for the County and State aforesaid, Do hereby Certify That

) SECURITY INSTRUMENT .
) ss: TERMS, COVENANTS, AND CONDITIONS OF THIS
) AND MADE A PART HEREOF FOR ADDITIONAL
) SEE ADJUSTABLE RATE RIDER ATTACHED HERETO
County of Cook
State of Illinois
(SEAL)

WITNESS the hand and seal of the Mortgagor, the day and year first written:
 JAMES M. KRUEGER
 (SEAL)
 (SEAL)

MADE A PART HEREOF FOR ALL PURPOSES .

REFERENCE IS HEREBY MADE TO THE CONDOMINIUM RIDER ATTACHED HERETO AND

ACCORDANCE WITH THE REQUIREMENTS OF THE COMMISSIONER .

TO THIS MORTGAGE, TO A PURCHASER WHOSE CREDIT HAS NOT BEEN APPROVED IN
THAN 24 MONTHS AFTER THE DATE OF A PRIOR TRANSFER OF THE PROPERTY SUBJECT
TO THE MORTGAGOR, PURSUANT TO A CONTRACT OF SALE EXECUTED NOT LATER
OR OTHERWISE TRANSFERRED (OTHER THAN BY DEVISE, DESCENT OR OPERATION OF
LAW) BY THE MORTGAGOR, PURSUANT TO A CONTRACT OF SALE EXECUTED NOT LATER
TO BE IMMEDIATELY DUE AND PAYABLE IF ALL OR A PART OF THIS MORTGAGE
COMMONS OWNER, OR HIS DESIGNEE, DECLARE ALL SUMS SECURED BY THIS MORTGAGE
TO BE 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
TRANSMISSION OF THIS MORTGAGE, PROVIDED THAT THE PURCHASE PRICE IS SO
MADE A PART HEREOF FOR ALL PURPOSES .

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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 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 exquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagor further agrees that should the mortgage and the note secured hereby not be eligible for insurance under the National Housing

Act within 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 days from the date of this mortgage, declining to insure said note and the 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.

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 benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, 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 Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court, collect and receive the rents, issues, and profits for the use of the premises heremabove described, and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And in the 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 abstract and examination of title, (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made, (3) all the accrued interest remaining unpaid on the indebtedness hereby secured, (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the 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 (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.

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That we will keep the improvements now existing or hereafter created on the inheritance property, instead of which he received from time to time by the Allottee, except as in such amounts and for such periods as may be required by the Allottee and will pay him or her the sum of £¹ per annum for each year made before the date of which this instrument is made.

**And as additional security for the payment of the indebtedness described
and plaintiffs now due or which may hereafter become due for the use of the
above Xanthippe or does hereby assign to the Plaintiff coverage all the rents, issues,**

Any deterioration in the amount of any such aggregate monetary payments shall unless made good by the debtor prior to the due date of the next such payment, constitute an event of default under this mortgage. The aggregate may exceed four years (48) for each debt or debtors in arrears, or each debt due after (\$1) for each payment more than fifteen (15) days in arrears, or each debt due after (\$1) for each payment more than fifteen (15) days in arrears, or each debt due after (\$1) for each payment more than fifteen (15) days in arrears.

(V) little changes
(VI) mechanization of the principal of the sand mold; and
(VII) increase on the mold accuracy.

(d) premium charges under the contract of insurance with the Secretary of Housing and Urban Development in lieu of monthly charges (in lieu of monthly insurance premium), or monthly charge (in lieu of monthly insurance premium), if any, taxes, special assessments, fire and other hazard insurance premiums;

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

(b) A sum payable to the second rents, if any, next due, plus the premiums due and payable on policies of life and other hazard insurance covering the insured property, plus taxes and other assessments due on the insured property, plus the premiums held by Mortgagor in trust to pay said second rents, premiums, taxes and special assessments, and

(a) An amount sufficient to provide the holder thereof with, during his or her life, an annuity of not less than \$10,000 per year, plus an additional amount sufficient to provide for the payment of premiums on the insurance policy for the remainder of his or her life.

that together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Noteholder will pay to the Noteholder, on the tenth day of each month until the said note is fully paid, the following sum:

This privilege is reserved to pay the debt in whole or in part, or any instalment due.

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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 23RD day of OCTOBER, 19 87, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Mortgage"), of even date herewith, given by the undersigned ("Mortgagor"), to secure Mortgagor's Adjustable Rate Note ("Note"), of even date herewith, to COMMONWEALTH MORTGAGE COMPANY OF AMERICA, L.P., A DELAWARE LIMITED PARTNERSHIP 2200 WEST LOOP SOUTH, HOUSTON, TEXAS 77027

("Mortgagee"), covering the premises described in the Mortgage and located at
1152 FOXGLOVE LANE
PALATINE, ILLINOIS 60074

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 NINE AND ONE-HALF per centum (***9 .500 %) per annum ("Initial Interest Rate") on the unpaid balance is subject to change, as hereinafter described. When the interest rate changes, the equal monthly installments of principal and interest also will be adjusted, as hereinafter provided, so that each installment will be in an amount necessary to fully amortize the unpaid principal balance of the Note, at the new adjusted interest rate, over the remaining term of the Note.
2. The first adjustment to the interest rate (if any adjustment is required) will be effective on the first day of JANUARY 19 89 (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 employing the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index"); the Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H. 15 (519). As of each Change Date, it will be determined whether or not an interest rate adjustment must be made, and the amount of the new adjusted interest rate, if any, as follows:
 - (a) The amount of the Index will be determined using the most recently available figure, thirty (30) days before the Change Date ("Current Index").
 - (b) TWO AND 000 / 1000 percentage points (***2 .000 %; the "Margin") will be added to the Current Index and the sum of this addition will be rounded to the nearest one-eighth of one percentage point (0.125%). The rounded sum, of the Margin plus the Current Index, will be called the "Calculated Interest Rate" for each Change Date.
 - (c) The 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).
 - (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(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 Index hereunder.

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BY SIGNING BELOW, Motorcyclist agrees and certifies to the terms and conditions contained in this Adjustable Brake Rider

5. Notching contained in this Adsusceptible Rate Rule will permit Mortgagors 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 an adjustment to Mortgagor's monthly installments payable in prime plus and interest, as provided for herein.

(c) Notwithstanding anything contained in this Adjustment Notice, where required, (i) the Existing Interests Rate was reduced on a Change Date, and (ii) Mortgagor failed to give the Adjustment Notice when required, and (iii) Mortgagor, consequently has made any monthly instalment payments in excess of the amount which would have been set forth in such Adjustment Notice ("Excess Payments"), then Mortgagor's sole option, may either (i) demand the return from Mortgagor for the purposes of this sentence will be deemed to be the mortgagee, or mortgagors, who received such Excess Payments, whether or not any such mortgagor subsequently assigned the Mortgage (all of any portion of such Excess Payments, which such Excess Payment was made by the Mortgagee, or (2) request that all or any portion of such Excess Payments, together with all interest thereon, be applied as provided above, be applied as payments against principal.

(e) If the Existing Interest Rate changes on any Change Date, Mortgagor will recalculates the monthly installments 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, as of before the Change Date. Mortgagor will give Mortgagor notice ("Adjustment Notice") of any change in the Existing Interest Rate and of the revised amount of the monthly installments of principal and interest, calculated as above. Each Adjustment Notice will set forth the new amounts of the monthly installments of principal and interest, calculated as above. (f) The date the new amounts of the monthly installments of principal and interest, calculated as above, become effective is given, (ii) the Change Date, (iii) the new Existing Interest Rate as adjusted on the Change Date, (iv) the amount of the monthly installments of principal and interest, calculated as above, and (v) the current index. (v) the method of calculating the adjustment to the monthly installments of principal and interest.

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SECTION 234(C) CONDOMINIUM RIDER TO THE SECURITY INSTRUMENT

This RIDER is an AMENDMENT made this 23RD day of OCTOBER , 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 even date herewith, by and between the undersigned (the "Borrower") to secure Borrower's Note to

COMMONWEALTH MORTGAGE COMPANY OF AMERICA, L.P. ,A DELAWARE
LIMITED PARTNERSHIP 2200 WEST LOOP SOUTH, HOUSTON, TEXAS 77027

(the "Lender") as follows:

DEPT-01 RECORDING \$18.25
T#2222 TRAN 0187 10/27/87 10:05:00
#8976 # B *--87-578470
COOK COUNTY RECORDER

"The Borrower further covenants that he will pay his share of the common expenses or assessments and charges by the Association of Owners as provided in the instruments establishing the condominium.

The Regulatory Agreement executed by the Association of Owners and attached to the Plan of Apartment Ownership (Master Deed or Enabling Declaration) recorded on in the Land Records of the County of COOK , State of ILLINOIS is incorporated in and made a part of this Security Instrument. Upon default under the Regulatory Agreement by the Association of Owners or by the Borrower and upon request by the Federal Housing Commissioner, the lender, at its option, may declare this Security Instrument in default and may declare the whole of the indebtedness secured hereby to be due and payable.

As used herein the term 'assessments', except where it refers to assessments and charges by the Association of Owners, shall mean 'special assessments' by the state or local governmental agencies, districts, or other public taxing or assessing bodies."

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


JAMES M. KRUEGER



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0003136

625-5784

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Property of Cook County Clerk's Office
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