

State of Illinois

Mortgage 0 5 9 1

FHA Case No.: 131:4797201

861374

This instrument, Made this 22ND day of JANUARY, 19 87, between JEAN M. KESSEL, A WIDOW AND JANICE D. GRANT, MARRIED TO BRIAN J. GRANT (SIGNING SOLELY FOR THE PURPOSE OF WAIVING HOMESTEAD RIGHTS)

, Mortgagor, and

FIRST GIBLALTAR MORTGAGE CORP.

a corporation organized and existing under the laws of THE STATE OF TEXAS 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 FIVE HUNDRED FIFTY AND NO/100

(\$ 90,550.00) SEVEN per centum ( 7.00 %) per annum on the unpaid balance until

paid, and made payable to the order of the Mortgagee at its office in DALLAS, TEXAS 75381-0199 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 TWO AND 13/100 Dollars (\$ 602.43 ) on the first day of MARCH, 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 FEBRUARY, 2017.

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 Warranty 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:

LOT 3 IN BLOCK 1 IN REUTERS WESTGATE UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTH WEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 1701 WEST EUCLID STREET, ARLINGTON HEIGHTS, ILLINOIS 60004 PERMANENT INDEX# 03-30-300-006 EBO

SEE ATTACHED "RIDER TO MORTGAGE" AND "DUE ON SALE RIDER" MADE A PART HEREOF

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

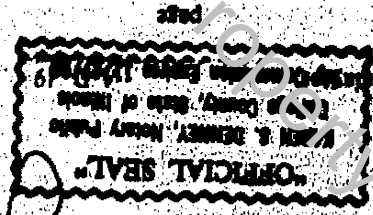
of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied 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.

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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RECORDED BY RITCHEY & BROWN, Attorneys and Counselors, A Professional Corporation  
SUITE 101, FIRST FLOOR, 1000 N. LAUREL ST., CHICAGO, ILLINOIS 60610

BOX 257



*J. Denney*  
Notary Public

A.D. 19 87 JANUARY day

MY COMMISSION EXPIRES: 11-27-90

person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

JEAN M. KESSEL JANICE D. GRANT  
BRIAN J. GRANT

I, a notary public, in and for the county and State of Illinois, do hereby certify that

87-059111  
Cook County Clerk's Office

DEPT-91 RECORDING \$17.00  
166332 TRAN 4871 01/29/87 14:27:00  
#3822 # A \* 87-059111  
COOK COUNTY RECORDER

JANICE D. GRANT (SEAL)  
*Janice D. Grant*  
JEAN M. KESSEL (SEAL)  
*Jean M. Kessel*

BRIAN J. GRANT/SIGNING SOLELY FOR THE PURPOSE OF WAIVING HOMESTEAD RIGHTS (SEAL)  
*Brian J. Grant*

THE APPLICANTS HAVE READ AND MADE A PART HEREOF FOR ADDITIONAL TERMS, CONDITIONS AND CONDITIONS OF THIS MORTGAGE. Witness the hand and seal of the Mortgagor, the day and year first written.

# UNOFFICIAL COPY

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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 satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

That 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) 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:

(I) 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

(II) 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 one-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 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

(c) 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 the Mortgagee to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
- (III) interest on the note secured hereby;
- (IV) amortization of the principal of the said note; and
- (V) 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 (b) 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 (b) 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 indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining 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 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 (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 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 promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

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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 action is pending to foreclose this mortgage 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 Mortgagee 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 heretofore described; and employ other persons and expend such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And in case of foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the collector's fees, and attorneys' 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, including, sale, and conveyance, including attorneys', solicitors' and a notary's fees, outlays for documentary evidence and cost of abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the note a cure 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 Mortgagee.

If Mortgagee 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, the this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefit 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 Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

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.

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, the Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagee, and such insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee and the Mortgagee, 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 Mortgagee in and to any insurance policies then in force shall pass to the purchaser or grantee.

That if the proceeds of any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and/or 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 Mortgagee 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 Mortgagee further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Flooded 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 Federal Housing Administration dated subsequent to the date of the 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.

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, order before or after sale, and without notice to the said Mortgagee, or any party claiming under said Mortgagee, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the option of each applicant 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 borrower, or 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.

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

**ADJUSTABLE RATE RIDER**

**THIS ADJUSTABLE RATE RIDER** is made this 22ND day of JANUARY, 1987, 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 FIRST GIBRALTAR MORTGAGE CORP. ("Mortgagee"), covering the premises described in the Mortgage and located at:

1701 WEST EUCLID STREET, ARLINGTON HEIGHTS, ILLINOIS 60004

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 SEVEN percentum (7.00%) per annum ("Initial Interest Rate") on the unpaid principal balance is subject to change, as hereinafter described. When the interest rate changes, the equal monthly installments of principal and interest also will be adjusted, as hereinafter provided, so that each installment will be in an amount necessary to fully amortize the unpaid principal balance of the Note at the new adjusted interest rate, over the remaining term of the Note.
2. The first adjustment to the interest rate (if any adjustment is required) will be effective on the first day of APRIL, 1988 (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 NO/100 (2.00%) percentage points (2.00%); 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.

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(Seal) \_\_\_\_\_ Mortgagee  
MANICE D. GRANT Mortgagee

(Seal) \_\_\_\_\_ Mortgagee  
JAN H. KESSEL Mortgagee

BY SIGNING BELOW, Mortgagee accepts and agrees to the terms and covenants contained in the Adjustable Rate Rider.

Nothing contained in this Adjustable Rate Rider will permit Mortgagee to accomplish an interest rate adjustment through an increase (or decrease) to the unpaid principal balance. Changes to the existing interest rate may only be reflected through adjustment to Mortgagee's monthly installment payments of principal and interest, as provided for herein.

above, be applied as payments against principal. portion of such Excess Payments, together with all interest thereon calculated as provided such Excess Payment was made by Mortgagee to repayment; or (2) request that all or any on the Change Date when the existing interest rate was so reduced, from the date each or any portion of such Excess Payments, with interest thereon at a rate equal to the index Payments, whether or not any such mortgage subsequently assigned the Mortgage) of all sentence will be deemed to be the mortgage, or mortgagee, who received such Excess option, may either (1) demand the return from Mortgagee (1/3) for the purposes of this forth in such Adjustment Notice ("Excess Payments"), then Mortgagee, at Mortgagee's sole any monthly installment payments in excess of the amount which would have been set give the Adjustment Notice when required, and (iii) Mortgagee, consequently, has made the existing interest rate was reduced on a Change Date, and (ii) Mortgagee failed to (e) notwithstanding anything contained in this Adjustable Rate Rider, in the event that (i)

Mortgagee. less than thirty (30) days after Mortgagee has given the applicable Adjustment Notice to resolution of such amount under Subparagraph (a) for any payment date occurring by the right to collect, any increase in the monthly installment amount caused by the Mortgagee will be relieved of any obligation to pay, and Mortgagee will have forfeited its anything to the contrary contained in this Adjustable Rate Rider or the Mortgage, Mortgagee has given a further Adjustment Notice to Mortgagee. Notwithstanding Mortgagee until the first payment date which occurs at least thirty (30) days after installment amount set forth in the last Adjustment Notice given by Mortgagee to (b) Mortgagee 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 (vi) Any other information which may be required by law from time to time, and (vii) The method of calculating the adjustment to the monthly installment payments;

(v) The Current Index; (iv) The amount of the adjusted monthly installment payments; calculated as provided above; (iii) A new existing interest rate as adjusted on the Change Date; (ii) The Change Date; (i) The date the Adjustment Notice is given;

as provided above. Each Adjustment Notice will be set forth revised amount of the monthly installment payments of principal and interest, calculated notice ("Adjustment Notice") of any change in the existing interest rate; and of the monthly payments. On or before the Change Date, Mortgagee will give Mortgagee written on the Note have been taken into account, at the new existing interest rate, in equal assuming there has been no default in any payment on the Note but that all prepayments (which unpaid principal balance will be deemed to be the amount due on such Change Date would be necessary to repay in full, on the maturity date, the unpaid principal balance monthly installment payments of principal and interest to determine the amount which (a) If the existing interest rate changes on any Change Date, Mortgagee will recalculate the

be the index hereunder. obtain such index) and after the date of such notice the substitute index will be deemed to in writing of any such substitute index (giving all necessary information for Mortgagee to by the Department of Housing and Urban Development. Mortgagee will notify Mortgagee If the index is no longer available, Mortgagee will be required to use any index prescribed in adjustments to the existing interest rate in subsequent years.

changes in the index in excess of one percentage point must be carried over for inclusion whether or not an adjustment must be made to the existing interest rate incorporates the effect of the provisions of 24 CFR 203.49(e)(1) and 234.79(e)(1) which require that

in adjustments to the existing interest rate in subsequent years.

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RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (10-85)

FHA Case No. 131:4797201

This MORTGAGE RIDER made this 22ND day of JANUARY, 19 87 modifies and amends that certain Mortgage, HUD 92116M (10-85), of even date herewith, between:

JEAN M. KESSEL, A WIDOW AND JANICE D. GRANT, as Mortgagor,

FIRST GIBRALTAR MORTGAGE CORP., as Mortgagee, as follows:

In addition to the covenants and agreements made in the Mortgage, Mortgagor and Mortgagee further covenant and agree as follows:

The Mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this Mortgage to be immediately due and payable 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 twenty-four (24) months after the date of execution of this Mortgage, or not later than twenty-four (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.

Except as modified herein and as modified by the Mortgage Rider regarding prepayment and mortgage insurance premiums, the Mortgage referenced above is and shall remain in full force and effect.

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Signature of Mortgagor

Jean M. Kessel (SEAL) JEAN M. KESSEL

Janice D. Grant (SEAL) JANICE D. GRANT

(SEAL)

(SEAL)

GRANTEE ADDRESS:

FIRST GIBRALTAR MORTGAGE CORP.

ONE PIERCE PLACE, SUITE T295 ITASCA, ILLINOIS 60143

ILLINOIS Due on Sale (11/25/86)

# UNOFFICIAL COPY

PROPERTY OF THE STATE OF ILLINOIS  
(22-011) (11-011) (11-011)

PROPERTY OF THE STATE OF ILLINOIS

THIS MORTGAGE INSTRUMENT AND THE MORTGAGE DEEDS AND RECORDS THEREON ARE HEREBY FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS, THIS 11th DAY OF FEBRUARY, 2011.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals at Chicago, Illinois, this 11th day of February, 2011.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals at Chicago, Illinois, this 11th day of February, 2011.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals at Chicago, Illinois, this 11th day of February, 2011.

PROPERTY

11-011  
11-011  
11-011  
11-011

Box  
254

11195018

PROPERTY OF THE STATE OF ILLINOIS  
(22-011) (11-011) (11-011)



# UNOFFICIAL COPY

RIDER TO STATE OF ILLINOIS  
MORTGAGE NUL-92116M (10-85)

This rider attached to and made part of the Mortgage between

JEAN M. KESSEL , A WIDOW AND JANICE D. GRANT

Mortgagor, and  
, Mortgagee,

FIRST GIBRALTAR MORTGAGE CORP.  
dated JANUARY 22, 1987 , revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgagor is amended to read:

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and 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 therefore 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 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 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 (\$.04) 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 payment 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 indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the 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.

2. Page 3, paragraph 3 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 mortgage insurance premium to the Department of Housing and Urban Development.

Dated as of the date of the mortgage referred to herein.

Signature of Mortgagor:

\_\_\_\_\_  
(SEAL) *Jean M Kessel* (SEAL)  
JEAN M. KESSEL

\_\_\_\_\_  
(SEAL) *Janice D Grant* (SEAL)  
JANICE D. GRANT

87059111

# UNOFFICIAL COPY

FORM 4-88

This document is not to be construed as a contract between the parties.

WITNESSETH, that the parties have executed this document as follows:

Mortgagee and  
Mortgagee

FIRST GIBRALTAR MORTGAGE CORP.  
JANUARY 12, 1988

Grantor

1. The second above set of the Mortgage is recorded in Cook County, Illinois, under the name of the Grantor and the Mortgagee, on the date of recording. The second above set of the Mortgage is recorded in Cook County, Illinois, under the name of the Grantor and the Mortgagee, on the date of recording.

(a) A sum equal to the principal amount of the Mortgage, plus interest accrued thereon, shall be paid by the Grantor to the Mortgagee, on the date of recording of the Mortgage, in full. The Mortgagee shall not be obligated to accept any payment from the Grantor until the full amount of the principal and interest has been paid.

(b) All payments made by the Grantor to the Mortgagee shall be applied to the principal amount of the Mortgage, and the interest thereon, in the following order: (i) interest; (ii) principal; (iii) taxes; (iv) other charges.

(c) The Mortgagee shall have the right to foreclose on the property mortgaged hereunder, in the event of default by the Grantor. The Mortgagee shall have the right to sell the property mortgaged hereunder, in the event of default by the Grantor.

(d) The Mortgagee shall have the right to assign the Mortgage to any other party, without the consent of the Grantor. The Mortgagee shall have the right to subdivide the property mortgaged hereunder, in the event of default by the Grantor.

(e) The Mortgagee shall have the right to sue the Grantor for the principal amount of the Mortgage, plus interest, in the event of default by the Grantor. The Mortgagee shall have the right to sue the Grantor for the principal amount of the Mortgage, plus interest, in the event of default by the Grantor.

Box  
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(f) The Mortgagee shall have the right to sue the Grantor for the principal amount of the Mortgage, plus interest, in the event of default by the Grantor. The Mortgagee shall have the right to sue the Grantor for the principal amount of the Mortgage, plus interest, in the event of default by the Grantor.

Date as of the date of the mortgage related to herein

Signature of Mortgagee

(1988)

GRANTEE ADDRESS:

FIRST GIBRALTAR MORTGAGE CORP.

ONE PIERCE PLACE, SUITE 2295  
ITASCA, ILLINOIS 60143

ILLINOIS  
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